

# The Solicitors' Journal

VOL. LXXXI.

Saturday, April 10, 1937.

No. 15

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Editorial, Publishing and Advertisement Offices: 29-31, Breams Buildings, London, E.C.4. Telephone: Holborn 1853.

SUBSCRIPTIONS: Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.

Annual Subscription: £2 12s., post free, payable yearly, half-yearly, or quarterly, in advance. Single Copy: 1s. 1d. post free.

CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.

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## Current Topics.

### "Wooden Falsehoods."

A PARAGRAPH in a recent issue of the *Spectator*, stating that "trespassing is an offence," has called forth a letter in a subsequent number of the same weekly, impugning the accuracy of this proposition, and adding that except for one or two special forms of trespass, such as trespass in pursuit of game, or trespass on a railway, a prosecution does not lie. This view is substantially accurate and in line with the statement in one of the late Professor F. W. MAITLAND's books that "the notice board which tells us that 'Trespassers will be prosecuted' is, if strictly construed, a wooden falsehood; a mere trespass on the land of another may be the subject of a civil action, but not of a criminal prosecution." The trespasser, however, to escape prosecution, should carefully consider the *locus in quo*, which the appellant in *Gayford v. Chouler* [1898] 1 Q.B. 316, failed to do. There, despite a warning from the occupier of the land, he walked through a field where the grass was knee-deep, thereby doing damage to it to the amount of sixpence. In respect of this he was convicted, not it is true, of trespass, but of unlawfully and maliciously damaging certain grass the property of the respondent. On a case stated, it was strenuously argued on his behalf that the case of *Gardner v. Mansbridge* (1887), 19 Q.B.D. 217, was a direct authority, that to constitute an offence within s. 52 of the Malicious Injuries to Property Act, 1861, for committing damage to real property, proof must be forthcoming of actual damage to the realty itself. Mr. Justice DAY, in his short judgment, in *Gayford v. Chouler*, did not even refer to that earlier case, but contented himself by saying that as the justices in the case before them had found as a fact that actual damage had been done to the grass by the appellant and that as his act was wilful and malicious, the conviction must stand.

### Easter Law Sittings.

THE lists for the present term, which began on Tuesday, show, when compared with the Easter term last year, a very considerable increase in the number of causes. We have in the past drawn attention to the possibly misleading character of a comparison based solely on the number of causes without regard to their length and complexity but, when due allowance is made for this factor, a numerical increase such as is to be recorded for the present term may be

regarded with some confidence as reflecting a genuine increase in legal business so far as litigation in the Supreme Court of Judicature is concerned. The most spectacular increase, by 338 cases, has taken place in the King's Bench Division, a fact principally accounted for by a rise in the number of non-jury actions in the Ordinary List from 48 to 355. There is also a large increase in divorce business. Moreover, the lists for the Court of Appeal show an increase of 12 cases, those for the Chancery Division an increase of 18, while the total figure for the Divisional Court is greater by 14 than last year. This term there are 201 appeals to the Court of Appeal, of which three are interlocutory. Of the final appeals 33, including one on bankruptcy, are from the Chancery Division, 67 are from the King's Bench Division, three are from the County Palatine Court of Lancaster, and 95, including 30 Workmen's Compensation cases, are from the county courts. In the Chancery Division, LUXMOORE and BENNETT, JJ., will deal with the 20 causes in the Witness List, Part I, CLAUSON and CROSSMAN, JJ., with the 27 causes in the Witness List, Part II; while adjourned Summonses and cases in the Non-Witness List, which number 79, will come before FARWELL and SIMONDS, JJ., LUXMOORE, J., has in addition one Retained Matter and three Assigned Matters; BENNETT, J., three Retained Matters; CLAUSON, J., two Retained Matters; CROSSMAN, J., two causes in the Non-Witness List and one in the Witness List, Part II, and Farwell, J., one cause in the Non-Witness. This brings the total for the Chancery Division up to 139. There are also 97 companies' matters, which will come before BENNETT, J., and three appeals and motions in bankruptcy. In the King's Bench Division, the Ordinary List contains 34 special jury, 34 common jury, and 355 non-jury actions. Corresponding figures last year were 20, 11 and 48 respectively. There are 210 cases in the New Procedure List, compared with 123 last year, 21 cases in the Commercial List, compared with 15, while 11 actions have been set down for hearing under Order XIV, as against 10 last year. The Divisional Court Lists show a total of 100 appeals, of which 44 are in the Crown Paper, four in the Civil Paper, and three in the Special Paper. There are 41 Revenue Appeals, compared with 28 last year, four appeals under the Housing Acts, 1925 to 1935, one under the Public Works Facilities Act, 1930, and three motions for judgment. In the Probate, Divorce and Admiralty Division there are two Admiralty actions, compared with six last year, and 1,666 other cases, of which 1,199 are undefended divorce causes.

### Central Criminal Court: First April Session.

ONE charge of murder, one of attempted murder, one of threat to kill, two of wounding, and three of causing grievous bodily harm, figure in the list for the first April session of the Central Criminal Court which opened on Tuesday. At the beginning of the week there was a total of seventy-one persons awaiting trial or sentence. The calendar also included a charge of unlawfully attempting to obstruct and pervert the cause of justice—it being alleged that the accused tried to stop a man from being picked out at a police identification parade—four charges of bigamy, two each of demanding money with menaces, forgery and false pretences, three each of coining and fraudulent conversion, one each of possessing housebreaking instruments by night, and of conspiracy to defraud, and six of breaking and entering, while there were three offences against the Post Office and one offence against the Bankruptcy Acts.

### Road Accidents, 1936: Home Office Return.

SOME reference should be made to last year's road accident statistics in light of the figures now rendered available by the return recently issued by the Home Office (H.M. Stationery Office, price 6d. net). It cannot be said that the publication reflects favourably upon the effectiveness of the various safety measures which have been introduced from time to time and formed the subject of frequent comment in these columns. Due allowance must, of course, be made for the ever advancing total of vehicles on the roads, but an increase of fifty-nine in the number of persons killed in road accidents and of 6,087 in the number injured in 1936, disclosed by the comparison of last year's with the previous year's figures, reveals a state of affairs wholly deplorable. During 1936 the number of persons killed in road accidents was 6,561 and the number injured was 227,813. There were 198,978 accidents in which people were killed or injured—an increase of 3,086 compared with the previous year. Fatal accidents increased by forty-five to 6,359. Private motor cars formed the largest group of vehicles to which accidents were attributed with a total of 64,529 accidents, pedal cycles were involved in 61,932 accidents, while solo motor-cycles figured in 24,000 accidents. The first of these figures shows an increase of 2,520 over that for 1935, the second an increase of 1,493, and the third a decrease of 695. Further analysis of the victims shows that of those killed 3,068 were pedestrians and 1,498 were pedal cyclists (respective increases of thirty and ninety-eight), while of the injured 74,576 were pedestrians and 71,193 were pedal cyclists. The first of these figures exhibits an increase of 399 over that for 1935, the latter an increase of 2,141. On the basis of persons killed the first four months were the lightest for accidents and the last three the heaviest. The first three months showed a progressive decrease in the numbers killed the figures being 448, 436 and 425, March showing the lowest monthly total, while during the last three months there was a progressive increase from 618 in October to 639 in November and 694 in December—the worst month of the year. In August, 605 people were killed. For the other months the totals varied between 497 (April) and 589 (July). One may express the hope that 1937 will witness a less monumental record of human folly, though without further restrictive measures to curb the selfishness and incompetence of a minority of road users there appears small likelihood of its being realised. It is important in the face of such figures to retain a balanced view of the situation and to avoid the common error of attaching to the motoring section of the community a greater degree of responsibility than the facts warrant, but daily experience is productive of so many examples of bad driving, both of the positive and negative order, that it is to be regretted that the excellent driving hints not infrequently provided by sections of the motoring press have not been

accorded the attention they deserve. This return will in future be issued by the Ministry of Transport.

### Ministry of Transport Analysis.

THE analysis of the reports of 100,000 road accidents, involving the death of 2,560 persons and the injury of 115,251 more, during the months April to September last year, issued last week by the Ministry of Transport throws further light upon the problem. In this case attention is focussed not, as in the Home Office return, upon the total number of accidents, but upon their causes. Due allowance must, of course, be made for the fact that the assignment of responsibility must in many cases be to some extent a matter of opinion, but it is thought that the reports upon which the analysis is based may be taken to be substantially accurate, while many of the conclusions depend upon facts which leave no room for opinion. One of these is the higher death rate resulting from accidents in the not built-up, compared with the built-up, areas. In the former 38 per cent. (in round figures) of the accidents were attended by fatal results, in the latter 23 per cent. On the other hand, built-up areas are a more fruitful source of danger—some 76 per cent. of the accidents analysed having occurred therein, and in these areas the proportion of accidents occurring at junctions, which amount to 42 per cent. of the total analysed, is higher. Of the total number of accidents included in the report 76,581 occurred in built-up areas, and of these 1,498 were fatal, 16,304 caused serious injury, and 58,779 slight injury. Corresponding figures in areas not built up are 23,419, 971, 7,913 and 14,535. Drivers are considered to have been responsible for 33 per cent. of the total number of accidents, pedestrians for 28.1, and cyclists for 26.2. The present statistics include for the first time accidents resulting in injuries which are sub-divided into "serious" and "slight," so that a comparison with 1935 is necessarily on the basis of fatal accidents only. This gives the following result: The percentage of accidents attributed to drivers was 31.7 in 1935 and 32.4 in 1936. Corresponding figures for pedestrians are 40.7 and 36.5, and for cyclists 16.5 and 19.5. In some 28 per cent. of the total of accidents for which pedestrians were held responsible the accident was ascribed to a child under seven years of age. A further analysis of the accidents for which motorists are considered responsible shows 3,073 attributed to excessive speed, 3,435 to misjudging clearances, or distance or speed of another vehicle, 2,941 to improper overtaking, 2,915 to skidding, and 2,687 to inattention or diverted attention. The last-mentioned on the part of cyclists is considered to have been the cause of 4,098 accidents, but the death roll was lighter—thirty-one against 68. In 10,069 cases pedestrians were considered mainly at fault in crossing the carriageway heedless of traffic, while 2,390 accidents are attributed to persons boarding or alighting from vehicles without due care. No less than 51 per cent. of the accidents occurred on straight roads or open bends with good sight lines.

### Rules and Orders: Supreme Court.

THE Rules of the Supreme Court (No. 1), 1937, which have been made by the Rule Committee to amend the Rules of the Supreme Court, 1883, are set out in full on p. 298 of the present issue. The amendments are chiefly of a drafting character and need not be referred to in detail here. Attention may however be drawn to the new rules 47AA, 47C and 47D of Order XXXVI, relating to business before official referees, and to the new r. 9A of Ord. LV, relating to the issue out of a district registry of originating summonses under r. 5A of that Order with reference to mortgages or charges of real or leasehold property within the district of such registry. The new rule does not apply to proceedings in the district registries of Liverpool or Manchester. The rules further provide that for the present year, notwithstanding anything contained in r. 1 or r. 4 (1) of Ord. LXIII, the present sittings



of the Court of Appeal and the High Court of Justice shall end on 11th May, that the Whitsun Vacation of the several courts and offices of the Supreme Court shall begin on the following day and end on 23rd May, and that the Trinity sittings shall begin on 24th May. The new rules are published by H.M. Stationery Office, price 2d., and come into operation on the 12th of the present month.

#### Rules and Orders: County Court (No. 1), 1937.

THE attention of readers is drawn to the County Court (No. 1) Rules, 1937 (H.M. Stationery Office, price 1d.), set out in full on p. 298 of the present issue. The Rules amend Ord. XXV of the County Court Rules, 1936, by introducing into r. 24 an additional paragraph providing for solicitors' charges in filing a *præcipe* for a warrant of execution against goods in respect of a sum of money exceeding £10 due under a judgment or order, and by substituting for r. 66 a new rule relating to solicitors' charges for attending on the hearing of a judgment summons. The new rules came into force on 5th April.

#### Rules and Orders: Trunk Roads Act, 1936.

Two Orders made by the Minister of Transport under the Trunk Roads Act, 1936, which came into force on 1st April, should be shortly noted. The first of them, the Trunk Roads (Delegation of Powers) Order, 1937 (S.R. & O. 1937, No. 34), provides that the former highway authority of any road which became a trunk road on 1st April shall continue to exercise functions of maintenance, repair, improvement, etc. (set out in the 2nd Sched. to the Order), and shall, moreover, execute or supervise until completion any works of construction or improvement (other than those set out in the above schedule) for which prior to 1st April the Minister has approved plans and estimates and towards the cost of which he has made or has indicated his intention to make a grant from the Road Fund: *ibid.*, 3rd Sched. This part of the Order relates to (a) county councils, and (b) borough and urban district councils, which on 1st April, 1937, would but for the Trunk Roads Act have been exercising functions of maintenance and repair under s. 32 of the Local Government Act, 1929. In exercising these functions the local authorities are to act as agents for the Minister and in accordance with a number of conditions set out in the 4th Sched. to the Order. Where by delegation under s. 35 of the Local Government Act, 1929, or by agreement with a county council any of these functions would, but for the Trunk Roads Act, have been exercisable on 1st April by a district council, those functions are to continue to be exercised by the latter as agents for the former with such variations as the Minister, in default of agreement between the councils, may determine to be necessary or equitable in consequence of the conditions imposed by the Order on the county council, and those functions are to cease to be exercisable by a district council from 1st April, 1938, if the county council terminates, or the district council relinquishes, the agency by notice given before 1st October, 1937. It is provided that the Order shall remain in force up to and including 31st March, 1939. The second Order to which allusion has been made may be dismissed with some brevity. Entitled the Trunk Roads Act, 1936 (Substitution of New Routes) Order, 1937 (S.R. & O., 1937, No. 211), it provides for the substitution of new through traffic routes for parts of roads specified as trunk roads in the 1st Sched. to the Act. Provisions of this kind will doubtless be repeated at intervals as new by-pass roads are brought into use (see s. 1 (5) of the Act).

#### Rules and Orders: Tithe: Recovery of Arrears.

THE Tithe Arrears Rules, 1937 (mentioned on p. 298 of the present issue), which have been made by the Tithe Redemption Commission under the statutory powers conferred by the Tithe Act, 1936, prescribe forms for use in connection with

the recovery of arrears of tithe rent-charge due on or before 1st October, 1936. Section 20 of the Act provides for the recovery of such arrears by the Commission from 1st April, 1937, and for the payment of sums so recovered to the tithe owner. Under s. 20 (3) no legal proceedings for the recovery of arrears are to be commenced or continued by the Commission on or after the date last mentioned until one month after the former tithe owner has, by notice in writing served after that date, given to the "tithe-payer" and to the Commission particulars in writing in the prescribed form of the arrears which he claims to be recoverable. The "tithe-payer" is the person who for the purposes of an application for an order under s. 2 of the Tithe Act, 1891, for the recovery of the arrears would be treated as the owner of the land out of which the rent-charge issued. The new rules prescribe forms of notice to the tithe-payer and the Commission under the foregoing sub-section. The rules also prescribe the form of notice required to be given to the Commission under s. 20 (4) of the Act by a tithe-payer to the effect that he desires to have the matter of the recovery of arrears referred to the Arrears Investigation Committee. The rules came into force on 1st April.

#### Rules and Orders: Tithe Redemption Annuities.

THE Redemption Annuities (Amendment) Rules, 1937 (S.R. & O. 1937, No. 231), which have been made by the Tithe Redemption Commission in exercise of statutory powers under the Tithe Act, 1936, revoke r. 1 of the Redemption Annuities Rules, 1936, and provide that the particulars required by s. 18 (9) of the Act to be furnished to the Commission on a change of ownership of land in respect of which an annuity under the management of the Commission is charged shall be in the form set out in the schedule to the new rules or to like effect. For this purpose the new schedule replaces, therefore, Schedule I of the Redemption Annuities Rules, 1936, and the new form replaces the three forms set out in the latter schedule. The old forms may, however, still be used until present stocks are exhausted. The new rules are dated 24th March, 1937, and came into operation on that day.

#### Tithe Act, 1936: Further Rating Circular.

THE Ministry of Health has recently sent to all rating authorities a further circular (No. 1616) concerning the transitional provisions as to the rating of tithe rent-charge contained in s. 23 of the Tithe Act, 1936. In an earlier circular on the same subject (No. 1581, see 80 Sol. J. 883), rating authorities were asked to take no further steps with regard to allowances or refunds under s. 23 (2) in respect of tithe rent-charge in the ownership of Queen Anne's Bounty, the Ecclesiastical Commissioners or the Welsh Church Commissioners. Directions have now been given to the effect that the rating authorities will receive from the bodies responsible for payment thereof neither more nor less than the rates which would have been payable in respect of that half-year had the Tithe Act, 1936, not been passed and the funds or allowances under s. 23 (2) will be paid by the Minister to Inland Revenue, Ecclesiastical Commissioners, or Welsh Church Commissioners out of an issue from the Redemption Annuities Account under para. 1 (d) of the Fifth Schedule. Therefore, where refunds or allowances under the above sub-section have been made by a rating authority in respect of tithe rent-charge in the afore-mentioned ownership, or where only part payment of the rates has been made, the necessary amount will be paid to the rating authority by the responsible body where this has not already been done. In regard to tithe rent-charges in other ownership, the circular announces that refunds or allowances under s. 23 (2) will be made by the rating authorities and grants will be paid to them based on the returns mentioned in para. 6 of Circular 1564 (80 Sol. J. 678). Forms in which these returns are to be made will be issued shortly.

## Writs of Elegit.

MODERN financial arrangements have caused a revival in the use of writs of elegit, which were created by the Statute of Westminster II, 1285 (13 Edw. 1, c. 18). The activities of building societies have enabled many householders to become owner-occupiers. These houses are often furnished under hire-purchase agreements, with the result that the furniture cannot be taken in execution under a writ of *fi. fa.* The only asset is, therefore, the house and land forming the site, which is "extendible" under a writ of elegit. This cannot be issued concurrently with a writ of *fi. fa.*, but, after the return of the latter, a writ of elegit may be issued in respect of any balance due. A praecipe is necessary (in accordance with R.S.C., Ord. 42, r. 12) and the judgment must be produced, together with the form of writ of elegit (No. 3 in App. H to R.S.C., 1883) for sealing at the Central Office or District Registry.

The writ, after reciting the judgment and the creditor's election to take the debtor's lands, is in the form of a command to the sheriff "that without delay you cause to be delivered to the said A.B. (i.e., the creditor) by a reasonable price and extent all such lands and tenements . . . in your bailiwick as the said C.B. (i.e., the debtor) or any person or persons in trust for him, was or were seised or possessed of on the date of the judgment." Before complying with the writ, the sheriff has to obtain the necessary information as to the debtor's lands. This duty is performed by the under-sheriff, who holds an inquiry with a sworn jury of twelve men qualified to serve as jurors at *nisi prius*. The inquiry is an act of the law, not a proceeding by the parties to the action, and is held *ex parte*. No notice need therefore be given to the debtor, and the evidence is tendered by the creditor, who (in the absence of other proof) will previously have ascertained the debtor's means on a judgment summons, or by a private examination under R.S.C., Ord. 42, r. 32. The sheriff's return to the writ is an "inquisition," which forms the creditor's title as tenant by elegit.

The properties extendible include all legal estates of freehold (whether subject to terms of years or not) and leaseholds. The Law of Property Act, 1925, reduced the number of legal estates, and some interests, being now equitable, cannot be extended. A joint tenant, for example, now holds on trust for sale, and the interest of a joint tenant is only in the proceeds of sale. If, however, there is a judgment against both joint tenants, who are also beneficial owners of their shares, the creditor may proceed by elegit. On the other hand, the same Act transformed some equitable interests into legal estates. Land subject to a mortgage, by sub-demise, was formerly not extendible, as the mortgagee had the legal estate, and the mortgagor only had an equity of redemption. Under the above Act, however, the mortgagor retains a legal interest, which is extendible. See *Smith v. Tsakyris* [1929] W.N. 39.

The inquisition should be registered under the Land Charges Act, 1925, otherwise a purchaser for value may gain priority. The creditor does not become a purchaser from the debtor, but is only a tenant under him. On registration of the writ, the creditor also acquires a charge on the land, subject to any prior incumbrance. The sheriff delivers legal (but not actual) possession of the land to the creditor, who, if unable to obtain peaceable entry, can sue for possession. The creditor then collects the amount of his judgment debt, and costs, out of the rents and profits. Alternatively, he can apply by originating summons to the Chancery Division for the sale of the debtor's interest, the procedure being analogous to the sale of the real estate of a deceased person for the payment of debts.

If and when the time arrives at which the creditor should have received the full amount of his debt and costs, the judgment debtor may apply in chambers for an account of the rents and profits, and for an order to restore possession to the

debtor. If it be found that the judgment has been satisfied, the tenancy by elegit will be determined. As explained by Mr. Justice Stirling (as he then was) in *Johns v. Pink* [1900] 1 Ch., at p. 304, the judgment debtor has remaining in him an interest, equivalent to a reversion, and this (on satisfaction of the writ of elegit) falls into possession.

An example of the procedure on a writ of elegit recently occurred at Lincoln, in *In re Lloyds Bank Limited and Roe*. The judgment creditors had obtained judgment in the High Court, in February, 1937, for £198 16s. 2d. The evidence was that the debtor had bought a house in Lincoln in 1920, and in the same year had raised two mortgages on the house for a total loan of £500. The mortgages (and also the deeds of the house) were signed "B. C. Roe," but it was contended that this was the same person as F. B. C. R. Roe—the debtor. A solicitor's clerk gave evidence that the debtor was still the owner of the house, subject to the mortgages. The debtor's evidence was that he was in difficulties, a year ago, and handed over the property to his solicitors, in order to be relieved of future liability. His solicitors agreed to take the house, on payment of £45, which was paid on the debtor's behalf by his wife. There was, however, no documentary evidence to this effect. The Under-Sheriff, Mr. J. W. F. Hill, summed up the case to the jury, who found that the debtor was the owner of the property; that the total amount of the mortgages was £500, and that the annual value of the house was £37 gross and £28 net. Judgment was accordingly given for the judgment creditors.

## Company Law and Practice.

If a service agreement between a company and a manager provides for the determination of the agreement if the manager vacates his office as director of the company, what is the position if his office of director is vacated in accordance with provisions for retirement by rotation and the company does not re-elect the manager to his directorship? This question the Court of Appeal

had to consider in the recent case of *Walker v. Kennis Ltd.* (1937), 1 All E.R. 566. There A and B entered into a service agreement with and became directors of the company; by the terms of the agreement the plaintiffs were to be employed as managers of the company's business for a term of five years, subject to provisions for determination of the agreement in certain events. Clause 10 provided as follows: "This agreement shall be *ipso facto* determined as to either of them A and B who shall at any time vacate his office of director of the company but neither A nor B shall at any time during the continuance of this agreement resign his office of director or disqualify himself from holding office as a director by ceasing to hold the requisite qualification or by any other means."

The provisions of the articles of association of the company as to the retirement of directors and their re-election were those of clauses 73 to 76 of Table A of the Companies Act, 1929. Consequently, in pursuance of cl. 73, A and B automatically retired from office as directors at the first ordinary general meeting of the company; by virtue of cl. 75 they were eligible for re-election. A and B were not proposed for re-election at the ordinary general meeting, and ultimately, after several adjournments of the meeting, a resolution was carried to the effect that another person be appointed director in place of B, and that the vacancy caused by A's retirement should not be filled. It will be remembered that by cl. 76 of Table A, "the company at the general meeting at which a director retires in manner aforesaid may fill up the vacated office by electing a person thereto, and in default the retiring director shall be deemed to have been re-elected unless at such meeting it is resolved not to fill up such vacated office."



The company thereupon treated the service agreement as terminated in accordance with the provisions of cl. 10 of the agreement, on the ground that A and B had vacated their office of directors; and A and B then brought an action for damages for wrongful dismissal. The Court of Appeal held that the effect of what had happened was that under the articles A and B had vacated their respective offices as directors of the company, the place of B having been filled up and a resolution having been passed not to fill the office vacated by A.

On this point indeed there does not appear to have been very much room for argument. It seems however to have been suggested that even if A and B, the retiring directors, had been promptly re-elected directors at the ordinary general meeting at which they retired, there would nevertheless have been a sufficient vacation of office, however brief, to bring into operation the provisions of cl. 10 of the agreement. Slessor, L.J. and Farwell, J., however, expressed the view that in such a case there is no vacation of the office at all.

It was further argued for the plaintiffs that the provisions of cl. 10 for the determination of the agreement if either A or B "shall vacate his office of director," applied only where the vacation of the office was voluntary. On the construction of the agreement as a whole (and into this I do not think we need enter) the Court of Appeal held that cl. 10 referred to any vacation of office, and was not confined to the case where vacation resulted from some act or omission on the part of the director.

The decision shows the necessity in framing service agreements with a company to protect the employee—be he manager or managing director—against the possibility of losing his office at the whim of the company, under a provision which results in the determination of his employment if he ceases to be a director. Usually, of course, the situation will not arise so far as a managing director is concerned, as he is exempted by most articles of association from the provisions regulating the retirement of directors by rotation: see, for example cl. 68 of Table A. But this is not always the case, and the point should be borne in mind.

I might perhaps add that the fact of the adjournment of the general meeting in the case I have been discussing would not, it seems, have enabled the plaintiffs to say that under cl. 76 of Table A they must be deemed to have been re-elected, on the ground that at the original meeting their vacated offices were not filled nor was any resolution passed not to fill up the vacated offices; for the adjourned meetings were, in effect, a continuation of the original meeting: see *Spencer v. Kennedy* [1926] Ch. 125.

Another recent case—*Re Garner Motors Ltd.* (1937), 81 SOL. J.

#### **Scheme of Arrangement with Creditors—Effect on Debtor Jointly Liable with the Company.**

218—raised a short but interesting point, namely, whether a scheme of arrangement between a company and its creditors under s. 153 of the Companies Act, 1929, the effect of which is to discharge the company's obligations to its creditors, operates also to release a debtor who is jointly liable with the company on a debt which, so far as the company is concerned, has been discharged under the provisions of the scheme of arrangement. There the company and X were jointly or jointly and severally liable to Z for a debt. The company entered into a scheme of arrangement with its creditors, under the terms of which the creditors received certain payments in cash and income notes, and the scheme provided that the creditors should accept the provisions in their favour contained in the scheme in full satisfaction of their claims against the company. The scheme was duly sanctioned and the creditors of the company (including Z) received their cash payments and income notes. Had this operated to release X from liability to Z?

It is well known that accord and satisfaction between a creditor and one of several debtors who are liable jointly or jointly and severally operates to discharge the other debtors unless it appears from the terms of the agreement or the surrounding circumstances that the creditor intended to reserve his rights against them. On the other hand a discharge of one of several joint debtors by operation of law does not release the other debtors. So that the question really was this: was the discharge of the company's liability under the scheme of arrangement a discharge by operation of law or a discharge resulting from an agreement of the parties? If it was the latter, there was no provision in the scheme reserving the rights of creditors against debtors jointly liable with the company.

Crossman, J., held that the effect of the provisions of s. 153 (2) of the Companies Act, 1929, is to give a scheme of arrangement, when sanctioned by the court under that subsection, a statutory operation. It becomes something quite different from a mere agreement signed by all the necessary parties; it has a statutory operation and becomes a statutory scheme. Consequently the discharge of the company from its debt to Z did not have the effect of releasing X from the joint liability in respect of the debt. The learned judge went on to say that it is unnecessary to insert in a scheme which is to be sanctioned under s. 153 a reservation of the rights of the creditors against a person jointly liable with the company, and approved the statement in Halsbury's "Laws of England," 2nd ed., vol. 5, p. 797, that "a scheme need not expressly reserve the rights of any creditors against sureties for debts of the company, as such rights are unaffected by a scheme."

## **A Conveyancer's Diary.**

[CONTRIBUTED.]

THOUGH most of the important practical problems relating to the statutory trusts of the Law of Property Act have long since been solved, there is still one point which constantly gives trouble. What is the position where there was a trust of land prior to the imposition of the statutory trusts, and someone was nominated in the instrument to appoint new trustees of that instrument? Can such appointor appoint new trustees of the statutory trusts when occasion arises? Does an appointment as trustee of the instrument carry the statutory trusts with it? The question arises generally in one of two ways: either there is an appointment to be made and the question is who is to make it; or it appears on a title that at some date since the imposition of the statutory trusts there has been an appointment of new trustees of the statutory trusts, and the question then is whether it was made by the right appointor or not.

By s. 36 (1) of the Trustee Act, 1925, trustees may be appointed in the circumstances there specified either by—

"(a) the person or persons nominated for the purpose of appointing new trustees by the instrument, if any, creating the trust; or

"(b) if there is no such person, or no such person able and willing to act, then the surviving or continuing trustees or trustee for the time being, or the personal representatives of the last surviving or continuing trustee."

It is to be observed that these provisions are exclusive alternatives, paragraph (b) can only apply if paragraph (a) does not. Where the problem in hand is merely who is to appoint, the difficulty can be got round by making both the nominated appointor and the continuing trustee join in the deed of appointment and so frame the deed that the appointment is good whichever of the alternatives is correct in law. But where the question is as to the validity of a

vendor's title and that title depends upon the validity of an appointment of new trustees in the past, the question cannot be so evaded. Either the title is good or it is bad. What is the true view?

I do not think that there is any doubt at all but that the only persons who can appoint new trustees of the statutory trusts are the surviving or continuing statutory trustees or trustee or the personal representatives of the last surviving or continuing statutory trustee. That is to say, there cannot be an appointment under para. (a) of s. 36 (1), whether such appointment purports to be to the old trusts or to the statutory trusts.

Where the statutory trusts are imposed, the old trusts of the land come to an end entirely; they are "superseded" by the statutory trusts, as Eve, J., said in *Bernhardt v. Galsworthy* [1929] 1 Ch. 549. The land becomes subject to entirely new trusts created by the Act. The Act is itself the "instrument creating the trust" referred to in para. (a) of s. 36 (1). And the Act does not nominate anyone for the purpose of appointing new trustees. Consequently, the requirements of para. (a) are never fulfilled in regard to the statutory trusts, and para. (b) must always apply. These plain considerations are reinforced by the fact that by s. 68 (5) of the Trustee Act it is explicitly provided that, unless the context otherwise requires, the word "instrument" in that Act is to include an Act of Parliament. I do not think that this provision appears in any of the other property statutes of 1925. It is true that the old beneficial trusts are incorporated by reference in the statutory trusts of the proceeds of sale. But that does not seem to bear upon the point. The trusts of the land are the new trusts and the instrument creating them is the statute: the old trusts have ceased to exist in their own right and have become merely that to which the referential trusts of the statute refer.

This view has, however, not met with universal acceptance, clear though it would appear to be, and it is therefore necessary to examine the grounds upon which the contrary view is urged. Such grounds really amount to two points only, namely, the unreported case of *Re Wilson*, decided by Astbury, J., and referred to in 67 L.J. 137 and 72 L.J. 105, and the general feeling that it is undesirable that the Acts should divest vested rights. The point is discussed in "*Wolstenholme*" in the notes to T.A. 36 (1) and in 75 Sol. J. 668, 694.

*Re Wilson* does not appear to be a case of general authority, as its facts were extremely peculiar. The testator there died in 1911. By his will he appointed A, B and C trustees thereof. He further appointed D to be a trustee of the will upon the happening of the first vacancy in the trusteeship. The legal estate was vested in the trustees, and the will directed the surviving or continuing trustees to vest it in themselves jointly with D when such vacancy arose. The testator then created equitable undivided shares in the land and gave the trustees a power of sale. At the beginning of 1926, A, B and C became the trustees holding on the statutory trusts by virtue of the transitional provisions. In 1928, C died, and A and B came to the court to inquire how the legal estate in such part of the land as remained unsold was vested, and what was the effect of the appointment of D by the will. The order of Astbury, J., declared that on the death of C, D became under and by virtue of the will a trustee jointly with A and B "of such of the said lands as then remained unsold upon the statutory trusts," and directed A and B to convey it accordingly. As it does not appear on what grounds the decision of the learned judge proceeded, the case is not one of very great authority, and it would be permissible to argue that it was incorrectly decided. It will, however, be sufficient here to point out that the facts were very unusual, and that it is a long step from saying that an appointment actually made by the testator in the first place is good to saying the same of an appointment made under

a power of appointment created by the will. It also appears probable that *Re Wilson* was decided before the reported (and therefore much more important) decision in *Bernhardt v. Galsworthy*, since the latter was heard on 14th February, 1929, while the earliest reference to *Re Wilson* (67 L.J. 137), is as soon as 23rd February, 1929.

Nor does there seem to be much substance in the argument from general expediency. In the first place it is an argument that has met with little support in the line of decisions upon the overriding effect of the statutory trusts. Moreover, it is not at all clear that expediency lies upon the side of upholding the existing power of appointment. For the object of the imposition of the statutory trusts is to clear the title to legal estates. It will be necessary for years to come to look at the beneficial limitations to see what was the effect of the transitional provisions. This process is often troublesome, but it is inevitable. If the power of appointing new trustees is saved, further avoidable difficulties may arise. If, for example, the power of appointing new trustees is vested in the beneficial life-tenant for the time being, it will become necessary to trace the devolution of the beneficial interests for a period of indefinite length to discover whether the right person has made the appointment on any given occasion.

For these reasons it seems to be clear that a title which depends upon an appointment made by the person nominated in an instrument superseded by the statutory trusts to appoint new trustees of that instrument is to be rejected, whether the appointment is made in regard to such instrument in the hope of thereby carrying with it the appointment to the statutory trusts, or purports to be an appointment to the statutory trusts themselves. Since the old trusts are superseded all such appointments should be made explicitly to the statutory trusts, and should be made by the surviving or continuing statutory trustees or the representatives of the last statutory trustee. Where a wrong appointment has been made, the defect in the title can be cured by the making of a correct appointment if the necessary parties are available. If they are not, the purchaser should refuse to accept the title unless new statutory trustees are appointed by the court under s. 41 (1) of the Trustee Act.

## Landlord and Tenant Notebook.

ALL text-books faithfully record that rent need not consist

### Landlord Undertaking to Supply Goods and Services

of money. Ancient authorities show that land may be let in consideration of specified chattels or specified services; wine, corn, the ploughing of other land are among the examples given. It is, of course, right that this part of the law should be stated, though it is very unlikely that any reader will have occasion to apply his knowledge. More recent history has afforded examples of leases under which the position is the other way round; the landlord, besides parting with exclusive possession of the land demised for the agreed period, undertakes to supply goods and/or render services to the tenant. (The most recent example, that of wireless programmes diffused by a landlord of flats, is unlikely to recur since *King v. Bull* (1937), 81 Sol. J. 219, has determined that the true object could not be attained; but other tenancies of this kind are worth examining.)

When dealing with the question of when is a tenant an "occupier" in the "Notebook" of the 20th March last, I had occasion to refer to the case of *Back v. Daniels* [1925] 1 K.B. 526, the report of which contained a description of a curious agreement between a Lincolnshire farmer and a London firm of wholesale potato merchants. It was not necessary to decide, and the court did not decide, whether that agreement made the parties landlord and tenant. It described them as such, however, and if it were a tenancy agreement it is



interesting to note that under it the "landlord" undertook to plough and cultivate the land, to supply straw and dung, to cart manure from and potatoes to the nearest railway station. And if the agreement was curious, and "difficult to class," as Scrutton, L.J., said, I have since been informed that it is of a type much in use in the county of Lincoln, from which my informant hails.

A different type of agreement binding the landlord to supply goods or services is that under which motive energy or its means are provided for tenants of factories. The leading case of *Walsh v. Lonsdale* (1882), 21 Ch. D. 9, C.A., which laid it down that an enforceable agreement for a lease, though not executed, gave the landlord a right of distress, arose out of an arrangement of this kind, for the premises were a mill and the intending lessor was "at his own expense to find sufficient steam power for driving the looms"; this, of course, did not affect the matter of the applicability of equity, but it may be noted that the amount of rent (payable in advance) depended, subject to a minimum, on the number of looms worked, and when the court had decided that there was a right to distrain, it went on to hold that the minimum amount might be distrained for.

But another case, *Bentley Bros. v. Metcalfe & Co.* [1906] 2 K.B. 548, C.A., has pointed to the existence of certain consequences of such arrangements to which it is well to be alive. The facts were that the defendants let a room and a rag machine to the plaintiffs and undertook to supply the necessary power, at a rent of £100 per year. Something went wrong with the supplying apparatus, excessive power was thereby supplied to a particular machine, part of it burst, and one of the plaintiffs' employees was killed. His dependants recovered statutory compensation from them, and they sued the defendants for the amount so recovered plus the legal expenses incurred.

The defence was that under a contract of tenancy, in the absence of express provision, a landlord is not liable for defects in the thing demised. Among the "landlord and tenant" authorities cited were *Anderson v. Oppenheimer*, (1880), 5 Q.B.D. 602, C.A., and *Blake v. Woolf* [1898] 2 Q.B. 426, in both of which tenants had failed to obtain redress for damage done by water escaping from cisterns and pipes under their landlords' control. The former action was based on the covenant for quiet enjoyment, and failed because no negligence could be established (*dicta*) to the effect that proof of negligence, whether by positive act or by omission, would give rise to a valid claim, have since been adopted in *Booth v. Thomas* [1926] Ch. 397. In *Blake v. Woolf*, the plaintiff apparently suing in tort, the defendant landlord succeeded on showing that he had employed a competent plumber.

But even if no negligence could be proved in *Bentley Bros. v. Metcalfe & Co.*, the plaintiffs had a cause of action very different from an allegation of breach of covenant for quiet enjoyment. The trouble may have been due originally to a defect in something with which he had nothing to do, but the proximate cause was the unfitness for its purpose of something which the landlords had undertaken to supply. And that something was not anything demised or any part of the thing demised. It was held that as regards power, the contract between the parties was simply one of purchase and sale. The power, unlike the room, was not returnable, and the law relating to the sale of goods gave the tenants a right to the damages claimed.

One may perhaps wonder whether, assuming that electric power be a saleable chattel ("electricity" was made larcenable by the Larceny Act, 1916, s. 10), it could not be argued that the complaint in this case, in which the accident was due to an excess of power, really related to the fitness for its purpose of the article sold. Fitness is a quality; excess describes amount rather than nature. Perhaps this is an over-refinement, but normally there is no contractual remedy

when a vendor delivers more than a purchaser has agreed to buy. The point seems, however, to have occurred to Collins, M.R., whose judgment included this passage: "If it" (the defendants' obligation) "was to supply power reasonably adequate for the working of the machine and no more, it is clear that they supplied power in excess, and *prima facie* that involved a breach of their contract."

Before such tenancies as the above came into vogue, examples of leases under which the landlord undertook to supply goods to the tenant were afforded by agricultural leases containing tenant's covenants to repair, either qualified by an agreement on the landlord's part to allow timber or followed by a landlord's covenant to provide materials. Such covenants were constructed in *Martyn v. Clue* (1852), 18 Q.B. 661, and in *Tucker v. Linger* (1881), 21 Ch. D. 18, C.A., but nothing turned in those cases on any question of fitness of timber or materials. Presumably, however, the usual vendor's warranty would be held to be implied, just as it is in the case of the usual "tie" by which a public-house tenant undertakes to buy all beer from the landlord. In *Luker v. Dennis* (1877), 7 Ch. D. 227, it was held that the landlord was bound to supply beer of good merchantable quality.

If the lessors under such arrangements have to consider the effects of contracts of sale, it may be advisable for tenants to give some thought to possible assignments of the reversion. But on the authorities, it would seem that in the cases cited the landlord's obligations would run with the land. In a case of such services as were to be performed in *Back v. Daniels*, one could cite *Barnes v. City of London Real Property Co.* [1918] 2 Ch. 18, which decided that a covenant to provide an office-cleaner bound the purchaser. For the sale of goods cases, there is *Jourdain v. Wilson* (1821), 4 B. & Al. 266, to the effect that a lessor's covenant to supply water at an agreed price was enforceable against his successor in title.

## Our County Court Letter.

### RECAPTION OF WIRELESS SETS.

IN the recent case of *Moss v. Broadmead Wireless Company*, at Bristol County Court, the claim was for damages for trespass, and loss of use of a wireless set. The plaintiff's case was that no instalments were in arrear, and no notice was given of the impending removal of the set. His house had, nevertheless, been entered, against the wish of his wife, and the defendants' representative had removed the set. The defence was that the set was removed, with permission, in accordance with the terms of a hire-purchase agreement. His Honour Deputy Judge F. A. Wilshire held, on the evidence, that the house had been entered against the wish of the plaintiff's wife. The set was lawfully there, and the owner could not remove it against the wish of the bailee. Proper steps should be taken for the resumption of possession under hire-purchase agreements, and a case of trespass had been made out. Judgment was given for the plaintiff for £5 5s. and costs.

### LIABILITY FOR ROADMAKING.

IN a recent case at Otley County Court (*Bolton v. Waugh*) the claim was for £6 10s., and in *Bolton v. Mackenzie* at the same court, the claim was for £5. The plaintiff was the owner of two building estates at Pool Bank, and in 1934 repairs to the road had been executed at a cost of £81. This was to comply with the request of the county council that the road be put into a reasonable state of repair. In making the road, which was 140 yards long and 30 feet wide, a man (whose age was nearly seventy) had been employed for thirteen weeks. Only three of the fifteen owners, however, had paid their share of the cost as agreed. The defence was that the claim related to a strip of land which could not be called a road. The alleged road was impassable to motor

traffic, and one resident had to keep his car at a garage elsewhere. The cost of making a good road was £1 a square yard, so that an expenditure of £1,400 (and not £81) would be necessary to justify a claim for contribution from the defendants. His Honour Judge Stewart held that the estate had not been provided with sufficient means of access, and judgment was given for the defendants, with costs.

#### THE COLLECTION OF TITHE RENT-CHARGE.

IN the recent case of *Ecclesiastical Commissioners v. Price*, at Kington County Court, an application was made for the appointment of an officer to distrain for arrears of tithe rent-charge, viz., £2 2s. 7d. The respondent admitted that the above amount was due, but contended that he would have to pay more by having to send it to the agents. The latter were paid to collect the tithe rent-charge, but had not done so, with the result that the respondent would be put to the further expense of 2d. for a cheque and 1½d. for postage on the envelope. The position was distinguishable from that arising on the posting of a cheque to a tradesman, as the latter was a principal, and not a paid agent paid for the collection of sums due. His Honour Judge Roope Reeve, K.C., observed that no notice of opposition had been filed, but, if a real defence had been shown, an adjournment would have been granted. The respondent's contention was unsound, and he would be ill-advised to bring a leading case for the sake of 3½d. It was always possible to remit the amount due to the applicants direct, instead of to their agents. The respondent eventually agreed to pay the amount due, and the hearing fee was remitted.

### To-day and Yesterday.

#### LEGAL CALENDAR.

5 APRIL.—Rarely has the Old Bailey witnessed such a dramatic occasion as the acquittal of the Marquis of Queensberry on the 5th April, 1895. Prosecuted for having publicly charged Oscar Wilde with the grossest form of immorality, it was he, rather, who was the prosecutor, and the wit and dramatist, whose play "The Importance of Being Earnest" had just delighted London, who was the accused. Sir Edward Clarke, on behalf of Wilde, was now obliged to surrender and to consent to a verdict of "Not Guilty." The result was greeted with applause, and that very day Wilde was arrested, overtaken by ruin which brought him to prison and bankruptcy.

6 APRIL.—Do you remember the story that Lamb tells of Samuel Salt of the Inner Temple, how he was to dine with a relative of the unfortunate Miss Blandy on the day of her execution for killing her father, and how his faithful servant and clerk warned him not to allude to the story, for he was very absent-minded? "He had not been in the parlour four minutes when, a pause in the conversation ensuing, he got up, looked out of the window and pulling down his ruffles—an ordinary motion with him—observed, 'it was a gloomy day' and added, 'Miss Blandy must be hanged by this time, I suppose.'" That was on the 6th April, 1752.

7 APRIL.—On the 7th April, 1669, Pepys records: "I to the Council Chamber and there heard the great complaint of the City tried against the gentlemen of the Temple for the late riot as they would have it when my Lord Mayor was there. But upon hearing the whole business, the City was certainly to blame to charge them in this manner as with a riot, but the King and Council did forbear to determine anything in it, till the other business of the title and privilege be decided whether the Temple be within the liberty of the City or no." Thus, tactfully, King Charles evaded the issue, for the City did not risk an adverse decision of the courts.

8 APRIL.—When the watch were called one night in January, 1828, to 16, Marlborough Buildings, in Bath, and found the butler locked in the attic and the lady's maid battered to death in the kitchen, all the clues seemed to point to burglary, but a very different state of facts came out at the Taunton Assizes when the butler, Richard Gillam, was tried for murder before Mr. Justice Littledale, on the 8th April. Then it appeared that he had been bitterly aggravated by the dead woman who had constantly talked against him in the household and that, after killing her, he had created the appearance of a burglary. He was convicted and executed.

9 APRIL.—Here is an echo of eighteenth-century anti-Semitism from the Courts. On the 9th April, 1776, "a woman who kept a public-house was tried at the quarter sessions held at Westminster for assaulting and greasing the chin of a Jew with pork." The jury gave a verdict for the plaintiff with £10 damages.

10 APRIL.—On the 10th April, 1813, Sir William Scott, afterwards Lord Stowell, married the widow of the Marquis of Sligo.

11 APRIL.—On the 11th April, 1872, a lad named Arthur O'Connor was tried at the Old Bailey for having pointed an unloaded pistol at Queen Victoria as she was driving down Constitution Hill. His object had evidently been to force her to receive a fantastic petition for the release of certain Fenian prisoners. The only question that arose was as to his soundness of mind, and the jury, after hearing a good deal of evidence, pronounced him sane. Mr. Baron Cleasby in passing sentence gravely declared that many of the circumstances were "of the most aggravated nature," but took into consideration his age and enthusiasm and condemned him to a year's imprisonment and twenty strokes of the birch. The Queen much resented what she considered a light sentence and complained bitterly to Mr. Gladstone.

#### THE WEEK'S PERSONALITY.

It was a sad mischance that it should have been through those judicial functions which he exercised so ably that the great Sir William Scott, afterwards Lord Stowell, made the acquaintance of the lady destined to render him utterly wretched. He was a widower of three years standing, and she was a gay and attractive widow when they met at the Old Bailey, where he presided at the trial of her son, the young Marquis of Sligo, for having induced two seamen to desert a man-of-war to serve on his private yacht. The accused was convicted and sentenced to a heavy fine and four months' imprisonment. The judge must have been as astonished as he was gratified when the usher passed him a note from the marchioness thanking him for his salutary exhortation in passing sentence and wishing that her son could always have so wise a counsellor. Within four months, the stately, old-world lawyer with his quiet and parsimonious habits, was tied to a shrill, clever, extravagant termagant who made his life a misery. His brother, Lord Eldon, furious at his folly, refused to attend the wedding, and his fears were soon realised. Poor Scott, his old-fashioned decorum and urbanity proving unequal to the taunts and the teasing of his unruly wife, was driven to seek solace from his indignities in the crusted port of the Middle Temple and a return to his true and faithful love, the law.

#### OLD CLEMENT'S INN.

In the *Sunday Times* recently there has been a correspondence on the subject of old Clement's Inn, whose venerable name is now degraded to label that grotesquely ugly row of offices which overlooks the Divorce Court from the West. I have, however, observed no mention of that kneeling figure of a blackamoor supporting a sundial which once adorned the centre of its garden square, and is now to be seen in the



Inner Temple gardens. In his ancient situation in the Inn of Chancery, he inspired the following verses :—

"In vain, poor sable son of woe  
Thou seek'st the tender tear;  
For thee in vain with pang's they flow,  
For mercy dwells not here.  
From cannibals thou fled'st in vain,  
Lawyers less quarter give;  
The first won't eat you till you're slain,  
The last will do't alive."

It was, by the way, the toll on foreign fruit levied by the Inn on porters passing through it to Clare Market from the barges in the Thames that gave St. Clement's "Oranges and Lemons."

#### HAIR ON THE FACE.

Recently there came before Judge Comyn at Kildare a case of a man and wife who had separated because he had insisted on growing a beard. The learned judge, while admitting that he had a perfect right to do so, added that personally he thought he looked better shaved. In his preference for smooth surfaces he is in harmony with a strong legal tradition, which has had few outstanding exceptions. Lord Russell of Killowen, when Chief Justice, used all his authority to make leaders of the Bar go barefaced, to the more especial chagrin of one of them, Mr. Witt, K.C., who had to part with a very big dragoon moustache. Vice-Chancellor Hall, I believe, had the same prejudice, and used to affect to be unable to hear those who addressed him through a screen of hair. Going back to an earlier period, we find Mr. Justice Park thus commenting on the moustaches of a witness who gave evidence in his court: "How dare you come before me with those hairy appendages? Stand down, sir! I shall not allow your expenses."

### Obituary.

#### Mr. T. H. PARR, K.C.

Mr. Thomas Henning Parr, K.C., Recorder of Salisbury, died at Bishop's Waltham on Wednesday, 31st March, at the age of seventy-two. Mr. Parr, who was educated at Marlborough and Worcester College, Oxford, was called to the Bar by the Inner Temple in 1892 and joined the Western Circuit, on which he was Counsel to the Post Office. He was acting counsel to the Inland Revenue from 1914 to 1920. In 1918 he became Recorder of Salisbury, and in 1930 he was appointed Chancellor of the Diocese of Portsmouth. He took silk in 1922.

#### Mr. J. R. C. DEVERELL.

Mr. John Richards Croft Deverell, solicitor, a partner in the firm of Messrs. Walters & Co., of New Square, Lincoln's Inn, died on Friday, 2nd April, in his sixty-eighth year. Mr. Deverell was admitted a solicitor in 1896.

#### Mr. E. W. HUDSON.

Mr. Ernest Walter Hudson, retired solicitor, died on Monday, 29th March, at the age of fifty-eight. He was educated at Shrewsbury School, and served his articles at Worcester. In 1906 he went to Newcastle-upon-Tyne, where he became a partner in the firm of Messrs. Watson, Burton & Corder. In 1919 he was appointed Solicitor to the Electricity Commission, and he held that position until his retirement owing to ill-health in 1934. Mr. Hudson read a paper on the law relating to electricity at The Law Society's Provincial Meeting at Oxford in 1933.

#### Mr. F. W. T. THORP.

Mr. Frederick William Theodore Thorp, solicitor, of Marlow, Bucks, died on Friday, 2nd April, in his eighty-eighth year.

He was admitted a solicitor in 1872. Mr. Thorp's son, Mr. Linton Thorp, K.C., is Recorder of Saffron Walden and Maldon.

#### Mr. H. V. VAUGHAN.

Mr. Hugh Vaughan Vaughan, solicitor, of Builth Wells, died on Sunday, 4th April, at the age of eighty-four. Mr. Vaughan, who was educated at Christ College, Brecon, was admitted a solicitor in 1875. He was Clerk of the Peace for Radnorshire, and Under-Sheriff of that county. He had been Registrar and High Bailiff of Builth County Court, Clerk of the Builth and Llanwrtyd Petty Sessional Division, and Clerk to the Radnor County Council. He was also the first President of the Mid-Wales Law Society.

### Notes of Cases.

#### Judicial Committee of the Privy Council.

##### Lake View & Star Ltd. v. Cominelli and Another.

Lord Blanesburgh, Lord Atkin, Lord Maugham, Lord Roche and Sir Sidney Rowlatt. 26th February, 1937.

AUSTRALIA—GOLD MINES—TRIBUTER'S AGREEMENT WITH MINE OWNERS—SUBSEQUENT AGREEMENT BY WAY OF COMPROMISE OF DISPUTES BETWEEN MINE OWNERS AND TRIBUTER—REDUCTION OF PAYMENTS PRESCRIBED BY STATUTE—VALIDITY—MINING ACTS, 1904-23 (No. 15 of 1904—No. 12 of 1923), of Western Australia, ss. 152, 156.

Appeal from a decision of the High Court of Australia.

The appellant company were lessees of a gold mine. The respondents were tributers of the mine under tribute agreements made with the appellants in 1930 and approved by the Warden's Court. In 1933 the tributers brought this action in the Warden's Court, claiming an account of all sums due to them under their tribute agreements with the appellants, who, as a defence, set up an agreement of 1932 whereby they were to pay the respondents for gold delivered certain sums different from those specified in the earlier tribute agreements, maintaining that they had made the payments due under the later agreement. The respondents contended that the agreement of 1932 was void because contrary to s. 152 of the Mining Acts, 1904-23, which section prescribes the payments to be made to tributers in all contracts between a tributer and the owner of a treatment plant. The High Court, affirming the Warden's decision, decided that the agreement of 1932 was void.

LORD ATKIN, delivering the judgment of the Board, said that, no account having been taken, the only point was whether the defence on the agreement of 1932 was good. The case was, up to a point, materially similar to *The Great Boulder Proprietary Gold Mines Ltd. v. Scriven* (decided by the Judicial Committee on the 22nd November, 1932). No attack was made on the validity of the agreement of 1932 apart from statute. The agreement recited that it was a compromise of disputes which had arisen between the tributer and the company as to the meaning of "premium" in the Act. The appellants contended that it was a *bonâ fide* compromise of a genuine dispute, and that the mutual covenants, and the payments made under the agreement, operated as a discharge of the liabilities under the tribute agreement given for good consideration. The agreement of compromise itself appeared to their lordships to be made illegal by s. 152. The Act of 1904, as amended, was, certainly in this provision, and, apparently, in others, e.g., s. 146, an Act intended to protect the class of tributers in respect of their own contracts. Its terms were plainly obligatory: "In all contracts . . . the following provisions shall apply." The owner of a plant, therefore, might not account for and pay to the tributer less than 50 per cent. of the premium. To suggest that a tributer

might renounce the right to 50 per cent. was to defeat the very terms of the Act, so that the clause in the agreement of 1932 whereby the tributer was to receive 20 per cent. of any premium received by the company was contrary to s. 152 (b). Those provisions appeared to fall precisely within the principles enunciated in the House of Lords in *Netherseal Colliery Co. Ltd. v. Bourne* (1889), 14 App. Cas. 228, which served to protect mines in respect of agreements made which were contrary to the Coal Mines Regulation Acts. Those principles had been followed in *Brace v. Abercarn Colliery Co.* [1891] 2 Q.B. 699. Also, as the agreement was invalid as to the future, it was so as to the past. The stipulation that for ore already delivered the company should pay less than 50 per cent. of the premium equally offended against the Act. The effect of the agreement was that, in respect of past as well as future deliveries, the tributers agreed to accept less than 50 per cent. It was accordingly impossible to distinguish between the past and the future. If, however, the sum had been a lump sum arrived at on the same basis, the same result would have followed. The parties could not support a plain violation of such an Act by failing to agree on its meaning and calling an agreed variation a compromise. They misunderstood the Act at their peril. The defence failed, and the appeal should be dismissed.

COUNSEL: *Sir William Jowitt*, K.C., and *St. John Field*, K.C., for the appellants; *Fergus Morton*, K.C., and *Harold Murphy*, K.C., for the respondents.

SOLICITORS: *Birkbeck, Julius, Edwards & Co.*; *Gregory, Rowcliffe & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

### Court of Appeal.

**Kroch v. Rossell et Compagnie des Personnes à Responsabilité Limitée; Same v. Société en Commandite par Actions, Le Petit Parisien.**

Slessor and Scott, L.J.J. 1st and 2nd February, 1937.

PRACTICE—ACTION FOR LIBEL AGAINST FOREIGN NEWSPAPER—PUBLICATION IN ENGLAND SMALL—PLAINTIFF A FOREIGNER WITHOUT ASSOCIATIONS IN ENGLAND—SERVICE OUT OF JURISDICTION—DISCRETION TO GRANT LEAVE—R.S.C. Ord. XI, r. 1.

Appeal from a decision of Lewis, J.

The plaintiff, an alien, domiciled in Germany, issued writs for libel against two foreign companies, which published, respectively, a Belgian newspaper and a French newspaper. In the case of the former, the distributors in England received about fifty copies a day of which they returned an average of 30 per cent. unsold. In the case of the latter (which had a Paris circulation of over a million copies daily) about 400 were distributed in England, principally to French readers. The plaintiff described himself as being of no occupation, and gave no information as to interests or connections in England. The address given by him on the writ was a place where he occupied one furnished room, and it appeared that he had only arrived in England a short time before the issue of the writ. The judge in chambers having refused to set aside an order under Ord. XI, r. 1, giving leave for service out of the jurisdiction, the defendants appealed.

SLESSOR, L.J., allowing the appeal, referred to *Badische Anilin und Soda Fabrik v. Chemische Fabrik Vermels Sandor*, 88 L.T., at p. 496, and said that, if the Court of Appeal came to the conclusion that, in the exercise of the discretion to grant leave, all the matters which ought to be considered had not been regarded, it would deal with the matter itself on the material before it. If there were evidence that a person had a reputation in England or was known or traded here or had professional or social connections here, the circulation of a very few copies of a newspaper here might, if they contained a

libel, do him harm. But here there was no evidence that the plaintiff had any reputation or associations in this country.

SCOTT, L.J., agreed.

COUNSEL: *V. Holmes*; *Murphy*, K.C., and *Pezzani*; *G. O. Slade*.

SOLICITORS: *Lewis & Lewis*; *Freshfields, Leese & Munns*; *Sprinz & Sons*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

### Murray v. Schwachman Ltd.

Greer, Slessor and Greene, L.J.J.

19th, 22nd and 23rd February, 1937.

MASTER AND SERVANT—FACTORY—MACHINE—EMPLOYER TO PROVIDE GUARD—STATUTORY OBLIGATION—STATUTORY DUTY ON SERVANT—OBLIGATION TO MAINTAIN IN PROPER PLACE—SERVANT TOLD NOT TO USE GUARD—ACCIDENT—WHETHER EMPLOYER HAD “PROVIDED” GUARD—RECOVERY OF DAMAGES AND COMPENSATION—ELECTION—FACTORY AND WORKSHOP ACT, 1901 (1 Edw. 7, cl 22), s. 10—WOODWORKING MACHINERY REGULATIONS, 1922 (S.R. & O., 1922, No. 1196).

Appeal from a decision of Hilbery, J.

The plaintiff, aged nineteen, was employed in the defendants' woodworking factory at a spindle machine, which worked a circular saw revolving horizontally immediately above the surface of a table. On the table were placed pieces of wood to be grooved, and when the machine was being used for grooving a straight piece, a pair of fences were fixed to the table, presenting a flat and vertical surface of metal on either side of the saw, close up to it, but if the machine was being used for curved work, the fences had to be removed. In May, 1935, a factory inspector ordered a proper guard to be provided. The defendants' managing director had never heard of such a guard, and considered it unnecessary, but he now purchased one for this machine. It was a heavy casting, and had to be bolted on at the back of the saw. There was a metal visor which when dropped into position allowed work to be done while screening the hands of the worker. When straight wood was being worked only the two straight fences could be used, but for curved work these had to be removed, and the guard fitted. The constant shifting involved took up extra time, and after a time the managing director told the plaintiff not to use the guard, as it was a waste of time. The plaintiff obeyed. In November, 1935, his hand slipped against the saw and two fingers were cut off. The defendants paid him 30s. a week compensation under the Workmen's Compensation Act, 1925, till the 30th January, 1936, when they gave notice of their intention of terminating it. The plaintiff then commenced this action at common law, alleging a statutory breach of duty by the defendants in failing to guard the machine. Hilbery, J., held that the machine was dangerous, that the accident had happened through the absence of the guard and that there had been a breach of statutory duty by the employers, but dismissed the claim of the plaintiff on the ground that in not maintaining the guard in proper adjustment he had himself been guilty of a breach of an absolute statutory duty imposed by reg. 23 of the Woodworking Machinery Regulations, 1922.

GREER, L.J., allowing the plaintiff's appeal, referred to the duties imposed by the regulations, and said that the guard was the employers' on their premises and after the plaintiff had been ordered not to put it into position it could not be said that he was “failing to maintain in proper adjustment guards provided in accordance with these regulations” under reg. 23. The employers had failed to provide it when they said it was not to be used, just as much as if they had taken it away, and the judge was wrong in finding a breach of reg. 23 by the plaintiff. Further, the defendants could not take advantage of their own wrong, the wrongful order



which they knew would be obeyed. His lordship referred to the Factory and Workshop Act, 1910, and added that it was unnecessary to deal with *Grove v. Lord Wimborne* [1898] 2 Q.B. 402. Finally, if an infant were put to his election whether to make a claim under the Workmen's Compensation Act, 1925, or one in damages at common law, he was only bound if the election were for his benefit (*Stephens v. Dudbridge Ironworks Co. Ltd.* [1904] 2 K.B. 225). In considering whether the election was such the material time was when he first claimed and received compensation under the Act. It was to his disadvantage to proceed under the Act, preferring it to a common law action in which his chances of success were considerable, and which would decide the matter once and for all, whereas under the Act he might have to make applications from time to time and suffer diminution of his weekly payments. The plaintiff should have damages for £750 assessed by the learned judge.

SLESSER and GREENE, L.J.J., agreed.

COUNSEL: Pritt, K.C., and Weitzman; Fyfe, K.C., and R. Everett.

SOLICITORS: T. V. Edwards; C. St. Aubyn Butcher.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

### R. v. Cornwall County Council; Ex parte Falmouth Rating Authority.

Lord Wright, M.R., Romer and Scott, L.J.J.  
16th and 17th March, 1937.

RATING AND VALUATION—AMENDMENT OF VALUATION LISTS—PROMOTING UNIFORMITY—INCREASE OF ASSESSMENTS IN PART ONLY OF COUNTY AT ONE TIME—VALIDITY—RATING AND VALUATION ACT, 1925 (15 & 16 Geo. 5, c. 90).

Appeal from the King's Bench Division (*supra*, at p. 35).

The Cornwall County Valuation Committee found that in many places assessments were too low. To correct the error, it decided that it would be convenient to re-value the county, area by area, over a number of years. Accordingly, since October, 1935, they had made proposals to amend the valuation list for Falmouth by increasing the assessments of shops and dwelling-houses, representing 83 per cent. of those classes of properties in Falmouth, and the assessment committee proceeded to determine those proposals, including the proposals touching the hereditament in respect of which the present proceedings were brought. No appeal in respect of the decision increasing the assessment had been made to quarter sessions, and it was admitted that, according to the proper definitions of gross and net value in the Rating and Valuation Act, 1925, the increased assessment which was to take effect on the 1st April, 1936, was right. However, inasmuch as the County Valuation Committee had not made similar proposals for the amendment of other valuation lists in Cornwall, the Falmouth Borough Council contended that the County Valuation Committee were contravening their statutory duty to promote uniformity in the principles and practice of valuation and imposing an unfair and unequal burden on the Falmouth ratepayers in respect of county expenses, as compared with ratepayers in other parts of the county. It was suggested that they should arrange for the adoption of the new standard of valuation by all rating authorities during the preparation of the next valuation list which would come into force on the 1st April, 1939, or that they should make proposals throughout the county in the same half-year. The County Valuation Committee contended that their proposals were not made to impose a new standard of valuations, but to ensure observance of existing standards (i.e., gross and net annual value as defined by the Act), and that the assessment committee were not concerned with their present or future policy, but only with the correctness or otherwise of the assessments before them. The Divisional Court decided against the contention of the borough council and discharged a rule *nisi* for *certiorari*, requiring the assessment committee

to show cause why their decision to increase the assessment of the hereditament in question should not be quashed, and also a rule *nisi* for prohibition directed to the assessment committee and the County Valuation Committee, calling on them to show cause why a writ of prohibition should not issue to prohibit the County Valuation Committee from proceeding with and the assessment committee from hearing or determining any proposal for increase of assessments in Falmouth until the County Valuation Committee had lodged and proceeded with similar proposals to take effect in the same half-year in relation to all similar hereditaments in Cornwall which, in the opinion of the County Valuation Committee, were under-assessed. The Borough of Falmouth appealed.

LORD WRIGHT, M.R., dismissing the appeal, said that the County Valuation Committee were only fulfilling their duty under the Act. It was not suggested that they were not acting *bonâ fide* or that the valuation was, in itself, wrong. It had been argued that nothing could be done to increase the assessments unless the same thing were done at the same time all over the county. But, in fulfilling their duty under the Act, the actual mode of procedure must be left to their discretion as an administrative body. They were only taking steps to obtain uniformity and correctness throughout Cornwall. It was entirely for them to decide the most convenient and appropriate method, and the court would not interfere here, though there might be cases where something was done *ultra vires* and it would interfere.

ROMER and SCOTT, L.J.J., agreed.

COUNSEL: Carr, K.C., and John Henderson; F. Tucker, K.C., and Squibb.

SOLICITORS: Sharpe, Pritchard & Co.; Speechly, Mumford and Craig, Agents for the County Solicitor, Truro.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

### High Court—Chancery Division.

In re Mortimers (London) Ltd.

Bennett, J. 15th and 23rd February and 4th March, 1937.

COMPANY—VOLUNTARY LIQUIDATION—SUBSEQUENT COMPULSORY LIQUIDATION—VOLUNTARY LIQUIDATOR—REMUNERATION—HOW FIXED—COMPANIES ACT, 1929 (19 and 20 Geo. 5, c. 23), ss. 175, 232—COMPANIES (WINDING UP) RULES, 1929, r. 192 (1).

The company being in voluntary liquidation, the liquidator's remuneration was fixed under the Companies Act, 1929, s. 232, at £550. On a creditor's petition, an order for compulsory winding-up was subsequently made. The question arose as to the remuneration, if any, payable to the voluntary liquidator.

BENNETT, J., in giving judgment, said that the question, whether there was a right to have the voluntary liquidator's remuneration reviewed depended on the Companies Act, 1929, s. 175 (1), and the Companies (Winding-up) Rules, 1929, r. 192. The rule which had statutory force under s. 305 enabled the court to review the remuneration.

COUNSEL: J. Lindon; Christie, K.C., and Hon. Denys Buckley.

SOLICITORS: Stafford Clark & Co.; Champion & Co.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

### High Court—King's Bench Division.

Domine v. Grimsdall.

Atkinson, J. 18th and 24th February, 1937.

COUNTY COURT—EXECUTION—ACCEPTANCE BY BAILIFF OF PAYMENT BY DEBTOR'S FRIEND PENDING APPLICATION FOR STAY—BREACH OF STATUTORY DUTY—NEGLIGENCE—SUBSEQUENT LEGAL PROCEEDINGS—CREDITOR ORDERED TO PAY COSTS OF APPLICATIONS—LOSS OF CHANCE OF

OBTAINING PAYMENT OF DEBT—MEASUREMENT OF DAMAGES—COUNTY COURTS ACT, 1888 (51 & 52 Vict. c. 40), s. 154.

Action.

In March, 1935, the plaintiff recovered judgment against one, Cohen, for £53 8s., which was ordered to be paid off at £2 a month, in default of which execution might issue for any balance outstanding and costs. Default took place after six payments, and the plaintiff caused an execution to be levied for £42 9s. The defendant, by an assistant bailiff, one Palmer, took possession and seized certain furniture with a view to removing it for deposit under s. 154 of the County Courts Act, 1888. As Palmer was preparing to remove the furniture, one Lewis, a friend of Cohen, offered Palmer the sum then due. Palmer accepted the sum, which Lewis said he was ready to pay into court pending an application to stay the execution. On the 24th October, 1935, on an application made on behalf of Cohen's firm, the county court judge ordered *inter alia*, the warrant of execution to be set aside on Cohen's undertaking to discharge the sum then due by monthly instalments of £2, and Lewis's money to be repaid to him on Cohen's paying a sum due for costs. The plaintiff having appealed against that order, the Court of Appeal held that it was technically wrong, because there was power only to stay the execution and not to set it aside, and that it was impossible, in default of evidence, to know what effect Lewis's payment would have. A new trial of the application for a stay was accordingly ordered, the plaintiff having the costs of the appeal. On the renewed application to the county court, Lewis was made a party, and it was ordered that the execution should be suspended, so long as Cohen's firm paid off the balance outstanding at £4 a month, the plaintiff being made to pay Lewis's costs in the application and Cohen's costs in both applications, these costs being set off against the costs of the appeal payable to the plaintiff by Cohen. The plaintiff then sued the defendant bailiff for damages in the amount of his judgment debt at the time when Palmer accepted Lewis's payment, and in the costs he had been ordered to pay. The defendant contended that none of the alleged damage flowed from what the plaintiff alleged to be his negligence and/or breach of duty in failing to carry out the execution, and that the damage was too remote. *Cur. adv. vult.*

ATKINSON, J., said that the defendant had, through Palmer, been guilty of an actionable breach of duty in failing, as obliged by statute, to place the goods seized in a fit place of custody until sale. Palmer parted with the goods for a payment made not in reduction of the debt, but in such circumstances that the plaintiff could obtain no benefit from it. The plaintiff was a party aggrieved by reason of the defendant's neglect or connivance within the meaning of s. 49 of the Act of 1888. But the section did not deprive a party aggrieved of his common law remedy: *Watson v. White* [1896] 2 Q.B. 9. As to damages, there were two rules for determining the limits of responsibility for wrongs, although the law could not be regarded as settled. The rules were respectively in the judgment of Scrutton, L.J., in *In re Polemis & Furness, Withy & Co., Ltd.* [1921] 3 K.B. 560, at p. 577, and in that of Hamilton, L.J., in *Latham v. R. Johnson & Nephew Ltd.* [1913] 1 K.B. 398, at p. 413. It was impossible to say that it had been proved that the plaintiff lost the amount of the judgment debt through Palmer's conduct. He lost the chance of payment, or of payment in reduction of the debt. The loss of a chance might sound in damages. The question was fully discussed in *Chaplin v. Hicks* [1911] 2 K.B. 786. He (his lordship) would allow £15 damages for the loss of the chance of a payment on account, and the plaintiff would recover the costs reasonably incurred as a result of Palmer's act, or which Palmer should have foreseen.

COUNSEL: H. V. Lloyd-Jones, for the plaintiff; Valentine Holmes for the defendant.

SOLICITORS: J. E. Baring, Gomm & Co.; The Treasury Solicitor.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

## Court of Criminal Appeal.

R. v. Kurasch.

Swift, Finlay and Goddard, JJ.  
22nd and 23rd February, 1937.

LARCENY—EVIDENCE OF ARTICLES FOUND IN POSSESSION OF A SERVANT OF ACCUSED'S WIFE—ADMISSIBILITY.

Appeal against conviction.

The appellant, Kurasch, was convicted at Plymouth Quarter Sessions, with two other men, of larceny and conspiracy to steal. The crime was committed in the course of a purported sale to a doctor of Kruger sovereigns. Counsel for the appellant did not deny that there was ample evidence on which the jury could properly find the appellant guilty, but based his argument on the following matter: A detective-sergeant of the Metropolitan Police was called as a witness by the prosecution. At the very beginning of his evidence defending counsel objected to its admissibility. The evidence was as follows: The sergeant said that he had been to a flat occupied by the appellant and his wife. He went on to say, after objection had been taken and before there had been any ruling by the Recorder, that he had there found nine Kruger sovereigns in a bag which belonged to a woman employed by the appellant's wife at a club which the wife was running. The Recorder, after hearing argument, upheld defending counsel's objection and excluded the evidence, and more than once warned the jury that the evidence ought to be omitted from their consideration.

FINLAY, J., giving the judgment of the court, said that had the court been of opinion that the evidence ought to have been excluded, they would have had to consider carefully whether, having regard to the reiterated warning of the Recorder, the jury had allowed themselves to be improperly influenced by evidence which they had been told to disregard. But the matter did not arise. It was impossible to say that the evidence was not material and not admissible. The principle was a familiar one. Where a prisoner was charged with housebreaking, it was clearly relevant to give evidence of housebreaking implements having been found in his house, whether they were merely lying in the house, or in the possession of his wife, or in a bag belonging to a servant of his wife. The mere discovery of the implements in the house would render the evidence admissible. In the present case a vital matter for the prosecution to prove was possession of Kruger sovereigns by the appellant, and it was impossible to say that the fact that a police officer, on going to the appellant's house, had found such sovereigns in the possession of a servant of his wife was not relevant evidence. The whole matter arose out of a mistake. The court appreciated the anxious care with which the Recorder had excluded evidence to which, in his view, any possible objection might be taken. When, however, it was sought to appeal against conviction on the ground that the answer which the officer had in fact given was inadmissible, the court was bound to say that the whole matter was founded on a mistake, and that the evidence to which that answer related was plainly admissible. The point clearly failed, and the appeal must be dismissed.

COUNSEL: Norman Birkett, K.C., and Henry Elam, for the appellant; J. Scott Henderson, for the Crown.

SOLICITORS: J. Albert Davis & Co.; The Director of Public Prosecutions.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]



## Societies.

### The Law Society.

#### SCHOOL OF LAW.

Copies of the Annual Prospectus for the Session 1936/37 and of the detailed Time-table for the Summer Term can be obtained on application to the Principal's Secretary. The Principal (Dr. G. R. Y. Radcliffe) will be in his room to advise students on their work, on Monday, 12th April (students whose surnames commence with the letters A-K), and on Tuesday, 13th April (students whose surnames commence with the letters L-Z), from 10.30 a.m. to 12.30 p.m., and from 2 p.m. to 4.30 p.m. The first lectures will be held on 14th April. For Intermediate students there will be courses on (i) Public Law (The Constitution); (ii) The Law of Property in Land (Part I); (iii) The Law of Contract; (iv) Accounts and Book-keeping; and (v) Trust Accounts. Intermediate students must notify the Principal's Secretary before 13th April on the entry form, whether they wish to take morning or afternoon courses. The first examination under the new Final scheme will take place in November, 1938. Teaching for the new Final began last October. The subjects on the Time-table for the Summer Term are (i) Equity; Partnership; Procedure in Ch. Division; (ii) Negotiable Instruments; and (iii) Procedure in K.B.D. and in County Courts. There will also be a course on the Law of Shipping, one of the optional subjects for the new Final. This course will be continued until December next. There will also be courses on (i) Equity; (ii) Criminal Law; and (iii) Contract, for Honours and Final LL.B. students; and on English Constitutional Law and History (Part II) for Intermediate LL.B. students. Students can obtain copies of the regulations governing the three Studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's Secretary. Entry forms can be obtained on 1st April, and notice of entry must be lodged on or before 1st May.

### Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 23rd March (Chairman, Mr. B. W. Main), the subject for debate was "That the B.B.C. does not enjoy the confidence of this House." Mr. J. L. Lewis opened in the affirmative; Mr. W. S. Chaney opened in the negative. The following members also spoke: Messrs. Long, Miller, Foulis, Wilson, Roberts, Terry, Campbell-Carter, Hurst. The opener having replied, the motion was lost by ten votes. There were twenty members and two visitors present.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 6th April (chairman, Mr. G. M. Parbury), the subject for debate was "That the case of *Kirk v. Eustace* [1937] 1 K.B. 278, was wrongly decided." Mr. K. E. Allanson opened in the affirmative. Mr. H. S. Palmer opened in the negative. Mr. A. L. Plater seconded in the affirmative. Mr. A. K. Horner seconded in the negative. The following members also spoke: Messrs. C. J. T. Baron, L. E. Long, K. Elphinstone, A. D. Scholes, J. K. Thorpe, G. A. Russo, P. H. North-Lewis, E. V. E. White, W. M. Pleadwell, F. G. Timmins. The opener having replied, the motion was carried by eight votes. There were twenty-three members and three visitors present.

### The Union Society of London.

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, the 7th April, at 8.15 p.m., the President (Mr. S. R. Lewis) being in the chair. Mr. D. W. Dobson (Hon. Treasurer) proposed the motion: "That this House welcomes the return to power of the Socialist Party in the London County Council." Mr. Fraser opposed, and the Hon. Secretary (Mr. Hubert Moses), Capt. Ellershaw and Mr. Russell Clarke also spoke. Mr. Dobson replied. Upon division the motion was lost by one vote.

### Law Association.

The usual monthly meeting of the directors was held on the 5th April, Mr. Arthur E. Clarke in the chair. The other directors present were Mr. E. Evelyn Barron, Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. Douglas T. Garrett, Mr. Ernest Goddard, Mr. G. D. Hugh-Jones, Mr. Frank S. Pritchard, Mr. William Winterbotham and the secretary, Mr. Andrew H. Morton. A sum of £130 was voted in relief of deserving applicants, and other business was transacted.

### Liverpool Law Clerks' Society.

The Annual Meeting of the Liverpool Law Clerks' Society was held on Tuesday, 23rd March, when the committee submitted the thirty-fourth annual report of the Society for the year ending 28th February, 1937. The report shows that the membership is now 185.

The deaths occurred during the past year of Mr. John Watson and Mr. F. G. Hunt (past Chairmen), Mr. H. Mercer, Mr. W. McCarthy, Mr. R. W. Geldart, Mr. C. J. Gauld and Mr. J. Fearon, old and valued members.

In accordance with the practice of previous years, at the last Annual General Meeting, Mr. J. W. Cocks, the then President of the Incorporated Law Society of Liverpool, was elected President of this Society for the ensuing year in succession to Mr. Frederick Charles Gregory.

The Hon. Treasurer's statement of accounts shows a balance in hand of £93 13s. 4d. in General Fund, and £75 14s. 10d. in the Benevolent Fund.

#### EDUCATIONAL.

The programme for the year in this branch of the Society's activities proved a valuable contribution to the members who availed themselves of the facilities arranged by the committee. Professor F. Raleigh Batt, during the first half of the session, delivered eight of his ten lectures on "Personal Property," and concluded his subject with the remaining two on "Contracts of Sale" in the second half. The remainder of the second half was devoted to a lecture by Mr. Registrar Benjamin, on the "New County Court Rules," and two lectures by Mr. Allister Hamilton on "Divorce." A well-deserved vote of thanks was accorded to each of the lecturers, and the Society is deeply indebted to these gentlemen for their kindness in so readily consenting to give the lectures, and tenders its best thanks to them, and to the Incorporated Law Society for the use of the room for the lectures and meetings of the Society. It is with great pleasure the committee has learnt that one member of the Society who has regularly attended the lectures has qualified in his spare time for the Royal Society of Arts, 1st Class, and the London Chamber of Commerce Distinction Certificates in Real and Personal Property and Conveyancing and takes this opportunity of congratulating him. There is still room for further improvement in the attendance at the lectures, and the committee trusts that more members will avail themselves of future opportunities to add to their knowledge of law and practice.

#### BENEVOLENT FUND.

The committee has had under consideration the possibility of increasing the grant to relatives on the death of a member and the advice of Mr. Duncan Fraser, the Actuary, was sought, but, after very careful consideration, he reported that the interest income on the invested funds was not large enough to allow a definite scheme to be formulated.

### United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room, on Monday, 22nd March, at 8 p.m. Miss Colwill proposed the motion:—"That this house prefers Pubs to Clubs." Mr. O. T. Hill opposed. Messrs. Williams (a visitor), McQuown, Pratt, Lawton, Mrs. Whitham (a visitor), Messrs. C. H. Pritchard, Ball, Holford and Vine Hall also spoke, and Miss Colwill replied. The motion was put to the house and carried by twelve votes to three. Attendance, nineteen; including four visitors.

### Doncaster and District Law Society.

A meeting of solicitors practising in Doncaster and district was held at the Danum Hotel, Doncaster, on the 10th March, when it was decided to form a society to be known as the "Doncaster and District Law Society," with membership open to solicitors having a *bona fide* place of business in the County Borough of Doncaster or other place within the Doncaster County Court district. The following officers were elected for the present year: President, W. H. Carlile, of the firm of Frank Allen & Co., Bank Chambers, High Street, Doncaster; Senior Vice-President, W. L. Crawford (W. Lindsay Crawford & Bracewell, 48, High Street, Doncaster); Junior Vice-President, F. A. Jordan, 4, Priory Place, Doncaster; Honorary Secretary, C. R. Marshall (Frank Allen & Co., Bank Chambers, High Street, Doncaster); Honorary Treasurer, R. R. Baddiley (Baddiley & Co., 7, Priory Place, Doncaster); Committee—in addition to *ex-officio* members—F. W. Bridge (Bridge, Sanderson & Co., Westminster Buildings, High Street, Doncaster); A. Craddock (Kenyon, Son & Craddock, 20, Priory Place, Doncaster); R. Hartley

(R. Hartley & Son, Royal Chambers, High Street, Doncaster); A. Loy, 55, High Street, Doncaster; W. G. C. Maw (Atkinson & Sons, 19, Priory Place, Doncaster); A. W. Taylor (Taylor & Capes, 23, Priory Place, Doncaster); G. S. Ward (Ward & Co., 3, High Street, Doncaster).

## Rules and Orders.

THE COUNTY COURT (No. 1) RULES, 1937. DATED MARCH 24, 1937.

1.—(1) These Rules may be cited as the County Court (No. 1) Rules, 1937.

(2) An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1936, as amended.\*

(3) The County Court Rules, 1936, as amended, shall have effect as further amended by these Rules.

2. Order XXV shall be amended as follows:—

(a) In Rule 24 the existing Rule shall stand as paragraph (1) and the following paragraph shall be added:—

"(2) Where a præcipe for a warrant of execution against goods is filed by a solicitor in respect of a sum of money exceeding £10 due under a judgment or order, the solicitor shall be entitled to make a charge for attending to issue execution and the following provisions shall apply:—

(a) the Scale shall be determined by the sum of money in respect of which the warrant of execution is issued, excluding the costs of issuing execution;

(b) the charge may be fixed and allowed without taxation;

(c) the charge shall be increased by 33½ per centum where Scale B or Scale C is applicable."

(b) Rule 66 shall be revoked and the following Rule shall be substituted therefor:—

"66.—(1) A solicitor shall not be entitled to charge for attending on the hearing of a judgment summons unless—

(a) the party for whom he appears does not reside or carry on business within the district of the court in which the summons is heard; or

(b) the summons is on a judgment or order of a court other than a county court; in either of which cases the judge may allow a charge if he thinks fit.

(2) Where a charge is allowed—

(a) the Scale shall be determined by the sum of money in respect of which the judgment summons is issued, excluding the costs of issuing the judgment summons;

(b) the charge may be fixed and allowed without taxation;

(c) the charge shall be increased by 33½ per centum where Scale B or Scale C is applicable."

We, the undersigned members of the Rule Committee appointed by the Lord Chancellor under section 99 of the County Courts Act, 1934,† having by virtue of the powers vested in us in this behalf made the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

S. A. Hill Kelly. Hugh Beazley.  
Barnard Lailey. Gilbert Hicks.  
William Procter. H. A. Dowson.

Approved by the Rule Committee of the Supreme Court.  
Claud Schuster,

Secretary.

I allow these Rules which shall come into force on the 5th day of April, 1937.

Dated the 24th day of March, 1937.

Hailsham, C.

\* S.R. & O. 1936 (No. 626) I, p. 282 as amended by 1936 (No. 1312) I, p. 655.

† 24 & 25 Geo. 5. c. 53.

THE TRUNK ROADS ACT, 1936 (SUBSTITUTION OF NEW ROUTES) ORDER, 1937. DATED MARCH 19, 1937. [S.R. & O., 1937. No. 211. Price 1d. net.]

THE TRUNK ROADS (DELEGATION OF POWERS) ORDER, 1937, DATED JANUARY 25, 1937, MADE BY THE MINISTER OF TRANSPORT. [S.R. & O., 1937. No. 34. Price 2d. net.]

THE TITHE ARREARS RULES, 1937, DATED MARCH 30, 1937, MADE BY THE TITHE REDEMPTION COMMISSION UNDER SECTION 20 (3) AND (4) OF THE TITHE ACT, 1936 (26 GEO. 5 & 1 EDW. 8. c. 43).

[S.R. & O. 1937. No. 232. Price 1d. net.]

THE RULES OF THE SUPREME COURT (No. 1), 1937. DATED MARCH 25, 1937.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. In Rule 6 of Order III, after "detention" and before "and" in paragraph (3) there shall be inserted:—

"or

(3A) Where the plaintiff claims possession of any property forming a security for the payment of money; "

2. In Rule 5A of Order V there shall be inserted:—

(a) after "mortgage or charge", the words "upon real or leasehold property"; and

(b) after "possession of any", the word "such".

3. In Rule 2 of Order XVIII, after the words "injury to the premises claimed", there shall be inserted the words "and except also claims for payment of principal money or interest secured by or for any other relief in respect of a mortgage or charge of such land".

4. In paragraph (1) of Rule 17 of Order XXII the following words shall be inserted after the words "Three per Cent. London County Consolidated Stock:" that is to say:—"Three per Cent. London County Consolidated Stock, 1956-1961: "

5. In paragraph (a) of Rule 5 of Order XXXV the expression "Order XVI A, Rules 6 and 9" shall be substituted for the expression "Order XVI, Rules 50 and 51".

6. The following amendments shall be made in Order XXXVI:—

(a) In Rule 45—

(i) after the word "order" where it first occurs there shall be inserted the words "or a submission under the Arbitration Act, 1889,"; and

(ii) after the word "order", wherever else it occurs, there shall be inserted the words "or submission".

(b) In Rule 46, after the word "order" wherever it occurs, there shall be inserted the words "or submission".

(c) In Rule 47—

(i) after the word "order" there shall be inserted the words "or submission"; and

(ii) the words "the clerk" shall be omitted and the following words shall be substituted therefor:—"the order or submission shall be produced to the clerk as in the last preceding Rule provided, and he".

(d) The following Rule shall be inserted after Rule 47 and shall stand as Rule 47AA.—

"47AA. When under Rule 46 or Rule 47 of this Order any business shall have been referred to any official referee, it shall forthwith be entered with the clerk of the official referee to whom it is so referred, and application shall be made to that official referee within fourteen days for directions or to fix the date of trial."

(e) The following Rules shall be inserted after Rule 47B and shall stand as Rules 47C and 47D:—

"47C. Any official referee shall have power to order the transfer of any business from himself to any other official referee, provided that no order shall be made under this Rule except with the consent of all parties to the business and of the official referee to whom it is to be transferred.

47D. In the absence of the official referee to whom any business is assigned or, with his consent, at any time, any interlocutory application may be made to any other official referee, who shall have power to deal with the same and make any order thereon which could have been made by the official referee to whom the business was assigned."

(f) In Rule 48 the words from "He shall" to the end of the Rule shall be omitted.

7. In Rule 34B of Order XXXVII the expression "section 163 of the National Health Insurance Act, 1936" shall be substituted for the expression "section 90 of the National Health Insurance Act, 1924".

8. In Rule 21A of Order LIIIA the words "(otherwise than by way of appeal from the Comptroller)" shall be inserted after the word "petition".

9. The following amendments shall be made in Order LIV:—

(a) In Rule 4F—

In Paragraph (i) the expression "Solicitors Act, 1932" shall be substituted for the expression "Solicitors Act, 1843".

In Paragraph (ii) the expression "sections 82 or 97 of the County Courts Act, 1934" shall be substituted for the expression "sections 17 or 19 of the County Courts Act, 1919".

(b) In Rule 12A the expression "County Courts Act, 1934" shall be substituted for the expression "County Courts Act, 1919".

(c) In Rule 12C the expression "section 82 of the County Courts Act, 1934" shall be substituted for the expression "section 17 of the County Courts Act, 1919".



(d) In paragraph (i) of Rule 12D the expression "section 97 of the County Courts Act, 1934" shall be substituted for the expression "section 19 of the County Courts Act, 1919".

10. In paragraph (15) of Rule 2 of Order LV the expression "22 & 23 Geo. 5. c. 37" shall be substituted for the expression "6 & 7 Vict. c. 73".

11. In Rule 5A of Order LV after "delivery of possession" there shall be inserted the words "whether before or after foreclosure".

12. After Rule 9 of Order LV the following Rule shall be inserted and shall stand as Rule 9A:—

"9A.—(1) An originating summons under Rule 5A of this Order in relation to a mortgage or charge of real or leasehold property within the district of any district registry may be issued out of such registry and the following provisions shall be applicable in relation thereto:—

(a) In all cases where a defendant to such an originating summons neither resides nor carries on business within the district, there shall be a statement on the face of the summons that such defendant may cause an appearance to be entered at his option either at the district registry or at the central office, or a statement to the like effect.

(b) In all cases where the defendant resides or carries on business within the district, there shall be a statement on the face of the summons that the defendant do cause an appearance to be entered at the district registry, or a statement to the like effect.

(c) If any defendant resides or carries on business within the district he shall appear in the district registry.

(d) If any defendant neither resides nor carries on business within the district he may appear either in the district registry or at the central office.

(e) If any defendant appears or all the defendants appear in the district registry or if all the defendants who appear appear in the district registry and the others make default in appearance, then, subject to the power of removal below provided, the matter shall proceed in the district registry.

(f) If the defendant appears or any of the defendants appear in London, the matter shall proceed in London, provided that if the court or a judge shall be satisfied that the defendant appearing in London is a merely formal defendant or has no substantial cause to interfere in the conduct of the matter, such court or judge may order that the action may proceed in the district registry notwithstanding such appearance in London.

(g) Any party to the originating summons may at any time apply to the court or a judge or to the district registrar for an order to remove the matter from the district registry to London, and the court, judge or registrar may make an order accordingly, if satisfied that there is sufficient reason for doing so, upon such terms, if any, as shall be just. The court or a judge may at any time direct (with or without application by any party) that the matter or any proceedings therein should be dealt with in London or, if the matter has been removed to London, in the district registry in which the originating summons was issued.

(2) This Rule shall not apply to proceedings in the district registry of Liverpool or the district registry of Manchester."

13. The following amendments shall be made in Order LVB:—

(a) In the title under Order LVB the expression "NATIONAL HEALTH INSURANCE ACT, 1936" shall be substituted for the expression "NATIONAL HEALTH INSURANCE ACT, 1924" and the expression "UNEMPLOYMENT INSURANCE ACT, 1935" shall be substituted for the expression "UNEMPLOYMENT INSURANCE ACT, 1920" and the expression "HOUSING ACT, 1936" shall be substituted for the expression "HOUSING ACT, 1930".

(b) In the heading to Rule 1 the expression "National Health Insurance Act, 1936" shall be substituted for the expression "National Health Insurance Act, 1924".

(c) In Rule 1 and also in Rule 4 the expression "section 161" shall be substituted for the expression "section 89" and the expression "National Health Insurance Act, 1936" shall be substituted for the expression "National Health Insurance Act, 1924".

(d) In the heading to Rule 12 the expression "Unemployment Insurance Act, 1935" shall be substituted for the expression "Unemployment Insurance Act, 1920".

(e) In Rule 12 the expression "paragraph (a) of subsection (1) of section 84" shall be substituted for the expression "proviso (i) of subsection (1) of section 10".

(f) In Rule 27 the expression "paragraph (b) of subsection (1) of section 84" shall be substituted for the expression "proviso (ii) of subsection (1) of section 10".

(g) In Rule 38 the expression "The Unemployment Insurance Act, 1935" shall be substituted for the expression "The Unemployment Insurance Act, 1920".

(h) In the heading to Rule 71 the expression "Housing Act, 1936" shall be substituted for the expression "Housing Act, 1930".

(i) In Rule 71 the expression "paragraph two of the Second Schedule to the Housing Act, 1936" shall be substituted for the expression "section eleven of the Housing Act, 1930".

(j) In sub-paragraph (i) of Rule 74 the expression "Housing Act, 1936" shall be substituted for the expression "Housing Act, 1930".

14. Rule 16 of Order LXIII shall be revoked and the following Rule shall be substituted therefor:—

"16. The sittings of the official referees shall be the same as those in London and Middlesex of the High Court of Justice, but nothing in this Rule shall prevent an official referee from sitting in vacation if he shall deem it expedient so to do."

15. In the year 1937, notwithstanding anything contained in Rule 1 or paragraph (1) of Rule 4 of Order LXIII, the Easter sittings of the Court of Appeal and of the High Court of Justice shall terminate on the 11th day of May, and the Whitsun vacation of the several Courts and offices of the Supreme Court shall commence on the 12th day of May and terminate on the 23rd day of May, and the Trinity sittings of the said Courts shall commence on the 24th day of May.

16. These Rules may be cited as the Rules of the Supreme Court (No. 1) 1937, and shall come into operation on the 12th day of April, 1937, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

Dated the 25th day of March, 1937.

Hailsham, C.	C. J. W. Farwell, J.
Hewart, C.J.	Waller Monckton.
Wright, M.R.	A. W. Cockburn.
F. B. Merriman, P.	C. H. Morton.
Finlay, J.	Roger Gregory.
A. C. Clauson, J.	

THE REDEMPTION ANNUITIES (AMENDMENT) RULES, 1937, DATED MARCH 24, 1937, MADE BY THE TITHE REDEMPTION COMMISSION UNDER THE TITHE ACT, 1936 (26 GEO. 5 & 1 EDW. 8. c. 43).

[S.R. & O., 1937. No. 231. Price 1d. net.]

## Parliamentary News.

### Progress of Bills.

#### House of Lords.

Ministry of Health Provisional Order (South Nottinghamshire Joint Hospital District) Bill.

Read First Time.

[7th April.

#### House of Commons.

Army and Air Force (Annual) Bill.

Read Second Time.

[6th April.

County Councils Association Expenses (Amendment) Bill.

Read Second Time.

[6th April.

Margate, Broadstairs and District Electricity Bill.

Read Third Time.

[6th April.

Physical Training and Recreation Bill.

Read Second Time.

[7th April.

Prohibition of Vivisection on Dogs (Scotland) Bill.

Withdrawn.

[6th April.

Rickmansworth and Uxbridge Valley Water Bill.

Read Third Time.

[6th April.

Saddleworth Urban District Council Bill.

Withdrawn.

[6th April.

Special Areas (Amendment) Bill.

Read Second Time.

[6th April.

Statutory Salaries Bill.

Read Second Time.

[7th April.

Waltham Holy Cross Urban District Council Bill.

Read Second Time.

[7th April.

Mr. Alfred Wickham, Town Clerk, Clerk of the Peace, Public Assistance Officer and Solicitor, West Bromwich, is to retire under the superannuation scheme. Mr. Wickham, who was admitted a solicitor in 1898, has been Town Clerk for twenty-six years.

## Legal Notes and News.

### Honours and Appointments.

The Lord Chancellor has made the following appointments as from the 1st April, 1937:—

Mr. WILLIAM HATTON BUDGE to be Registrar of Lymington County Court;

Mr. FREDERICK CLAUDE GOODWIN to be Registrar of Bow County Court; and

Mr. IVAN KENNETH FRASER to be Registrar of Southwark County Court.

Mr. Goodwin was admitted a solicitor in 1911, and Mr. Fraser in 1922.

The Colonial Office announces the following appointments and promotions in the Colonial Legal Service:—

Mr. W. A. JONES appointed Assistant Crown Solicitor, Hong Kong.

Mr. C. R. STUART appointed Magistrate, Uganda.

Mr. W. M. WIGLEY, O.B.E. (Puisne Judge), appointed Chief Justice, Leeward Islands.

Mr. WILFRED GORDON BROWN has been elected a Bencher of Lincoln's Inn in place of the late Sir Frederick Pollock, K.C. Mr. Brown was called to the Bar by Lincoln's Inn in 1901.

Mr. R. G. BERRY, Acting Town Clerk, has been appointed Town Clerk of Battersea.

Mr. EDWARD CAFFEY PARR, M.A., LL.B., Chief Assistant Solicitor, Huddersfield, has been appointed Deputy Town Clerk of Middlesbrough. Mr. Parr was admitted a solicitor in 1932.

### Notes.

The next General Quarter Sessions for the Borough of Stamford will be held on Wednesday, 28th April, at 11.30 a.m.

Mr. Harold L. Murphy, K.C., has been elected a director of the South Metropolitan Gas Company. Mr. Murphy was called to the Irish Bar in 1906, and to the English Bar by the Inner Temple in 1910.

Mr. Owen J. Humbert has been appointed a director of the Equity and Law Life Assurance Society in the place of Mr. Charles Wigan, who has resigned on account of ill health. Mr. Humbert was admitted a solicitor in 1910.

The Institute of Shorthand Writers, comprising members practising in the Supreme Court of Justice, held its annual dinner at the Connaught Rooms last Monday. The President (Mr. G. J. Emery) was in the chair, and the guests included Mr. Justice Lewis and a number of members of the Bar and officials of the High Court.

The Court of Directors of the Royal Exchange Assurance, having paid a dividend of 11 per cent. (less income tax) on the 6th November last on account of the next accruing dividend, recommend the Annual General Court, to be held on the 21st April, to order the payment on the 6th May next of a further dividend of 19 per cent. (less income tax), making 30 per cent. (less income tax) on the capital stock of the Corporation for the year.

The third of the Coronation Tours in aid of King Edward's Hospital Fund for London will take place on Wednesday, 14th April, at 2.30 p.m., when a visit will be made to Hampton Court Palace and the Old Court House. These tours will be conducted by Mr. Edward Yates, F.S.A., and Mr. Norman Lamplugh, respectively. Further information may be obtained from the Secretary, King Edward's Hospital Fund for London, 10, Old Jewry, E.C.2.

The Ministry of Health estimates for 1937-38, which were published on 25th March, show a *net* increase of nearly £466,000 over the estimates for the current year. Progress under the slum clearance campaign is reflected in the provision in the estimates of an additional sum of just over half a million pounds in respect of new houses. A new item in the estimates is £207,000 for grants under the new Midwives Act, which comes into operation in the middle of this year.

In the course of trying an action in one of the courts in the Judges' Quadrangle on Wednesday, says *The Times*, Mr. Justice Hilbery criticised the acoustic properties of the building. "We are struggling to do work in this absolutely insufficient hut," said his lordship, "and it is an extremely difficult place in which either to hear or to be heard, and so far as I can see it is as inconvenient and unsuitable a place in which to try a case as anything that could be devised."

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	GROUP I.		GROUP II.	
	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE CLAUSON. Witness. Part II.	MR. JUSTICE LUXMOORE. Witness. Part I.
April 12	Mr. Blaker	Mr. Andrews	Mr. Andrews	*Hicks Beach
" 13	More	Jones	Jones	*Andrews
" 14	Hicks Beach	Ritchie	Ritchie	*Jones
" 15	Andrews	Blaker	Blaker	*Ritchie
" 16	Jones	More	More	*Blaker
" 17	Ritchie	Hicks Beach	Hicks Beach	More
GROUP II.				
	MR. JUSTICE FARWELL. Non-Witness.	MR. JUSTICE BENNETT. Witness. Part I.	MR. JUSTICE CROSSMAN. Witness. Part II.	MR. JUSTICE SIMONDS. Non-Witness.
April 12	Mr. Jones	Mr. Ritchie	Mr. Blaker	Mr. More
" 13	Ritchie	*Blaker	*More	Hicks Beach
" 14	Blaker	*More	*Hicks Beach	Andrews
" 15	More	Hicks Beach	*Andrews	Jones
" 16	Hicks Beach	Andrews	*Jones	Ritchie
" 17	Andrews	Jones	Ritchie	Blaker

\*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

### EASTER SITTINGS, 1937.

#### COURT OF APPEAL.

##### APPEAL COURT No. I.

Tuesday, 6th April.—Ex parte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, Appeals in re Workmen's Compensation Acts.

##### APPEAL COURT No. II.

Tuesday, 6th April.—Ex parte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division, and, if necessary, Appeals from County Courts.

#### HIGH COURT OF JUSTICE.

##### CHANCERY DIVISION.

###### GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part II.)

Mr. Justice CLAUSON will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice LUXMOORE.

(The Witness List. Part I.)

(Actions, the trial of which cannot reasonably be expected to exceed 10 hours.)

Mondays .... Bankruptcy Business.

Tuesdays } The Witness List. Part I.

Wednesdays }

Thursdays }

Fridays }

Bankruptcy Judgment Summons will be taken on Mondays, the 19th April and 10th May.

Bankruptcy Motions will be taken on Mondays, the 12th April and 3rd May.

A Divisional Court in Bankruptcy will sit on Monday, the 26th April.

Before Mr. Justice FARWELL.

(The Non-Witness List.)

Mondays .... Chamber Summons.

Tuesdays .... Motions, Short Causes, Petitions, Procedure Summons, Further Considerations and Adjourned Summons.

Wednesdays .... Adjourned Summons.

Thursdays .... Adjourned Summons.

Fridays .... Motions and Adjourned Summons.

###### GROUP I.

Before Mr. Justice BENNETT.

(The Witness List. Part I.)

(Actions the trial of which cannot reasonably be expected to exceed 10 hours.)

Mondays .... Companies (Winding up) Business.

Tuesdays } The Witness List. Part I.

Wednesdays }

Thursdays }

Fridays }

Before Mr. Justice CROSSMAN.

(The Witness List. Part II.)

Mr. Justice CROSSMAN will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice SIMONDS.

(The Non-Witness List.)

Mondays .... Chamber Summons.

Tuesdays .... Motions, Short Causes, Petitions, Procedure Summons, Further Considerations and Adjourned Summons.

Wednesdays .... Adjourned Summons.

Thursdays .... Adjourned Summons.

Lancashire Business will be taken on Thursdays, the 8th and 22nd April, and 6th May.

Fridays .... Motions and Adjourned Summons.

### THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Thursday, 25th March, 1937.

#### FROM THE CHANCERY DIVISION.

##### (Final List.)

British Acoustic Films Ltd v Nettlefold Productions (a firm)  
Same v Same  
Manbre and Garton Ltd v Albion Sugar Co Ltd  
Société des Productions Cinématographiques Ajax-Films v British European Film Corporation Ltd

Andrae v Selfridge & Co Ltd  
Hayes Bridge Estate Ltd v Portman Bldg Socy  
Norton & Gregory Ltd v Jacobs  
Dawson v Finn  
Electric & Musical Industries Ltd v Lissen Ltd  
Re Coller's Deed Trusts Coller v Coller  
Re Chetwynd's Estate Dunn Trust Ltd v Brown



Re Bazire Brothers Ltd Re  
Companies Act, 1929  
Molins v Industrial Machinery Co  
Ltd

Re Johnson & Johnson (Great  
Britain) Ltd's Letters Patent  
No. 387125 Re Patents and  
Designs Acts, 1907-1932

Re Legh's Resettlement Trusts  
Public Trustee v Legh  
Attorney-General v Corporation  
of Poole

Re Lloyd (an Infant) Re  
Guardianship of Infants Acts,  
1886 and 1925

Re Barker's Estate Barker v  
Billson

Re Trade Marks Acts, 1905-1919  
Re Regd Trade Mark No.  
530535 of Boots Pure Drug Co  
Ltd

Re Strickland's Estate National  
Guarantee and Suretyship Assoca-  
tion Ltd v Maidment

Re Northcliffe's Settlements Re  
Trustee Act, 1925

Re Osmeley Estate Ltd's Contract  
Re Law of Property Act,  
1925

Iron Trades Employers' Insurance  
Association Ltd v Union of  
House and Land Investors Ltd  
Wiltshire Bacon Co Ltd v Associated  
Cinema Properties Ltd  
Sutherland Publishing Co Ltd v  
Caxton Publishing Co Ltd

Re Drake's Settlement Trusts  
Wilson v Drake

Hurt v Bowmer  
Price v The Representative Body  
of the Church in Wales

J Lesquendieu Ltd v Lesquendieu  
(restored)

Re Waxed Papers Ltd Re  
Companies Act, 1929

Re Tomlin's Estate Busby v  
General Reversionary and  
Investment Co

(In Bankruptcy.)

Re a Debtor (No. 141 of 1936)  
Experte the Debtor v The  
Petitioning Creditors and the  
Official Receiver

#### FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

Bland v Mill Estates Ltd  
Same v Same

Hodgson v Liverpool Corporation

#### FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

For Judgment.

Connolly v Rubra  
For Hearing.

Davies v Russell (s.o. for House  
of Lords)

McManus v Bowes  
Serice v Bankier

Standing Joint Committee for  
the County of Montgomery v  
Davies

Beresford v Royal Insurance Co  
Ltd (fixed for April 6)

Fearon v Owen Horton third  
party

Lowick v Lazarus  
Birkhead v Lodge

Richardson v Roberts-Jones  
Stockwell v Southgate Borough  
Council (s.o. for May 25)

Stepney Borough Council v  
Osofsky

J P Higginson & Co Ltd v  
Peck

Burnham Ltd v Wates (Streatham)  
Ltd

Goode v Central African Explorers  
Ltd

Jewett v Odhams Press Ltd  
(s.o. for security)

Lomax v Samuel  
J W Houldsworth Ltd v  
Associated Newspapers Ltd

St Pierre v South American  
Stores

Compare v Neel (s.o. for security)  
Re H— Re Taxation of Costs  
(s.o. for Divisional Court)

Re Same Re Same  
Beg v Mullick

Gordon v Cooper  
Coates v Rawtenstall Corporation

Gillett v Girling  
Ekins v King (s.o. for security)

Seeley (an Infant) v Hants &  
Dorset Motor Services Ltd

Re Arbitration Acts 1889 and 1934  
Galloway Water Power Com-  
pany v Carmichael

Fosbroke-Hobbes v Airwork Ltd  
R Hewett Ltd (trading as John  
Douglas) v Paget

J & E Hall Ltd v J S Barclay  
(trading as J S Barclay & Co)

Re Arbitration Acts 1889 and 1934  
Union Castle Mail Steamship  
Co Ltd v Houston Line (London)  
Ltd

Re Same Same v Same  
Burrows v Cox

Taylor v Taylor  
Wacker v Reeves

Re Section 31 (5) of the Rating  
and Valuation (Apportionment)  
Act 1928 Betty & Tom Ltd v  
Southern Essex Assessment  
Committee

Roach v Yates  
Hunt v Rice & Son Ltd

Woodman v Richardson (Concrete  
Ltd, 3rd party)

Taskers Engineering Co Ltd v  
Albert Morgan & Co (a firm)

Kahn v Aircraft Industries Corp  
Ltd

Allen (an infant) v Bennett  
Ellis (an infant) v Fulham Borough  
Council

Carpenter's Company v British  
Mutual Banking Co Ltd

Redding v Ewart & Son Ltd  
Re Solicitors Act 1932 Re Two  
Solicitors

Josselson v Borst (Gliksten, 3rd  
party)

De Stempel v Dunkels  
Bailey v Geddes

Meadows v Clayton  
Harrison (an infant) v Thomas  
W Ward Ltd

Procter v British Northrop Loom  
Co Ltd

De Stempel v Dunkels  
Radcliffe v Ribble Motor Services  
Ltd

Apple v Express Dairy Co Ltd  
Lester v Kirby

Servadio v Blair & Co (London)  
Ltd

Victor Weston (Fabrics) Ltd v  
Morgensterns (a firm)

Croston v Vaughan  
Ewer v National Employers  
Mutual General Assurance Assoca-  
tion Ltd

Bank of Athens S A v Royal  
Exchange Assurance  
Krantz v Luper

Wakefield v Corporation of Leeds  
Peck v Hull & East Coast Steve-  
doring Co Ltd

Re Agricultural Holdings Act 1923  
Dunstan v Benney

Berks v Douglas Estates Ltd  
(Interlocutory List.)

Lever Brothers Ltd v Kneale  
British Celanese Ltd v Courtauld's  
Ltd

Multipar Syndicate Ltd v Crews  
& Co (a firm)

#### FROM COUNTY COURTS.

A Singleton & Son v Davies  
Holt v Catley

Holt's Trustee in Bankruptcy v  
Catley

Frances v Pasha (s.o.g.)  
Brentford & Chiswick Borough  
Council v Bryant

Jones v Bale  
Morgan v Ashcroft

Dott v Travers  
Talley v Southern Railway Com-  
pany (not before April 9)

Sharman v Harries  
Treadgold (trading as Williamson  
& Treadgold) v Rosevear

Bernard Sunley & Co Ltd v  
Alexander

Curtis v Biscoe  
Aircraft Products Ltd v Hunt

Hughes v Taylor Brothers  
Williams v Williams

Same v Same  
Henry Kaufman & Sons G.m.b.H  
v Impey (Toilet Goods London)  
Ltd (in voluntary liquidation)

Littlejohn v London County  
Council

Mercantile Union Guarantee Corp  
Ltd v Ball

Hawkes v Anglo-American Oil Co  
Ltd

London & North Eastern Rly Co  
v Frohock & Co Ltd

Same v Same  
Walmesley (Bury) Ltd v Burgess

London & Westminster Loan &  
Discount Co Ltd v Orloff

Re Wilson's Deed of Arrangement  
Re Deed of Arrangement Act  
1914

Stockley v Patchett  
Powell v John Fowler & Sons  
(Harrogate) Ltd

Edwards v Henri  
O'Leary v Bain

McCarthy v Penrikyber Naviga-  
tion Colliery Co Ltd

West v Automatic Salesman Ltd  
Epstein v Tobias

Brooks v Brimecombe  
Eastwoods Ltd v May

Mayoh v Pickering  
Re Hutt's Application Re Rent  
and Mortgage Interest Restric-  
tions (Amendment) Act 1935

Cheylesmore v Hitchens (Hosley,  
third party)

Rentit Ltd v Duffield  
Gillis v Oliver & Sinclair (a firm)

Fowler-Legg & Co v Peal  
Cooper v Salberg

Shears (an infant) v Richards  
Atkinson v Saffer & Son (a firm)

Lukins v Pomeroy  
Treves v Brandenburg

Ashby v Tolhurst  
Humber Conservancy Board v  
W A Massey & Sons Ltd

Arrows Detective Agency v F H  
O'Connor & Co

Stout (trading as W H Stout and  
Son) v Gersham

Purchon (an infant) v Harris

Eardley v Mostyn Engineering  
Co (a firm)

Morris v Fells (Thomas, third  
party)

Re Taxation of Costs Re T A  
M— a Solicitor

Batten (an infant) v Charles A  
Wells (a firm)

Wilson v Wright  
Lloyd v Francis

Burt v Lobb  
Powley v Smith

Perry v Sharon Development Co  
Ltd

Morris & Morris (a firm) v Cowan  
Weddle Beck & Co v Levy

Milk Marketing Board v Charles  
Consumer's Credit Corporation  
Ltd v Heres

Scott v Speakman

#### RE THE WORKMEN'S COMPENSATION ACTS.

Avery v London and North  
Eastern Railway Co

Same v Same  
Harris v Same

Same v Same  
Bonner v Same

Same v Same  
Watson v Same

Same v Same  
Ackton Hall Colliery Co Ltd v  
Barker

Purton v Gill  
Martin v Finch

Boff v Webster & Bennett Ltd  
Hills Patent Glazing Co Ltd v  
Douglas

Williams v Oakdale Navigation  
Collieries Ltd

Rivoli v Dudley  
Collinson v Manvers Main  
Collieries Ltd

Ormond v O D Holmes & Co Ltd  
Blackman v Couchman

Hannon v John Mowlem & Co Ltd  
Cook v Bell Brothers

Fitchett v C D Holmes & Co  
Riley v Bickershaw Collieries  
Ltd

Unsworth v Pease & Partners  
Ltd

Tillings (an infant) v Lancaster  
Steam Coal Collieries Ltd

Lloyd v Conduit Collieries Ltd  
Radford v Taylor Tunncliffe &  
Co Ltd

Savage v Nightingale  
Palmer v Watts Watts & Co Ltd

Head v Aviation Commerce Ltd  
Garwood v Hugh Stevenson &  
Sons Ltd

Original Motion.

Lowick v Lazarus

Standing in the "Abated" List.

FROM THE KING'S BENCH  
DIVISION.

(Final and New Trial List.)

The British and French Trust  
Corp Ltd v The New Bruns-  
wick Railway Co (s.o. for  
judgment in International  
Trustee for the Protection of  
Bondholders Aktiengesellschaft  
v The King) (s.o.g. Nov 9,  
1936)

FROM COUNTY COURTS.

Keith Wright Ltd v Challis  
(s.o.g. Oct 12, 1936)

(Interlocutory List.)

Re Arbitration Act 1889 Fried  
Krupp Aktiengesellschaft v  
Oreconera Iron Ore Co Ltd  
(s.o.g. Oct 30, 1936)

Snowball v Cleveland Petroleum  
Products Co Ltd (s.o.g. Oct 12,  
1936)

## HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed 10 hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

GROUP I.—Mr. Justice BENNETT, Mr. Justice CROSSMAN and Mr. Justice SIMONDS.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice FARWELL and Mr. Justice SIMONDS.

The Witness List Part I will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part II will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice SIMONDS.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice FARWELL.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Set down to 25th March, 1937.

Mr. Justice CLAUSON  
and Mr. Justice CROSSMAN.

Witness List Part II.

Before Mr. Justice CLAUSON.

Retained Matters.

Re Ballard's Conveyance Re  
Law of Property Act, 1929  
Brown v British Gaumont Picture  
Corporation Ltd (pt hd)

Before Mr. Justice CROSSMAN.

Retained Matters.

Witness List Part II.

George Legge & Son Ltd v Mayor,  
Aldermen and Burgesses of the  
Borough of Wenlock (pt hd)  
(s.o.)

Non-Witness List.

Re Bagot's Settlement Trusts  
Dartmouth v Bagot (pt hd)  
Re Clark's Estate Walters v  
Hamilton (pt hd)

Notice.

At the beginning of the Sittings  
Mr. Justice CROSSMAN will take  
the following cases in Witness  
List Part II:—

Whittington Trust Limited v  
Howitt and ors  
Westgate v Chapman  
Re de Stempel's Settlement de  
Stempel v de Stempel  
John Dickinson & Co Ltd v  
Apsley Press Ltd  
Re Down's Will Trusts Wolters  
v Down  
H Piggott & Sons Ltd v The  
British Brick & Tile Corp  
Poznanowski v London Film Pro-  
ductions Ltd

Mr. Justice CLAUSON and  
Mr. Justice CROSSMAN.

Witness List Part II.

Madlener v Herbert Wagg & Co  
Ltd (s.o. for security)

Fos v Duboff (s.o. for amendment)  
British Celanese Ltd v Cellulose  
Acetate Silk Co Ltd (s.o. for  
appeal)

Radium Utilities v Humphris  
(s.o. for security)

Poznanowski v London Film Pro-  
ductions Ltd

British Thomson-Houston Co Ltd  
v Crompton Parkinson Ltd

Re Associated Manufacturers  
(Gowns and Mantles) Ltd Re  
Companies Act, 1929

Wilson v Simpson Engineering  
Company (a firm)

Coppins v Standard Bottle Co  
Ltd

Donoghue v Allied Newspapers  
Ltd

The British Law Insurance Co  
Ltd v Burlington Property  
Co Ltd

Augusts Ltd v Rolf  
Whittington Trust Ltd v Howitt

Re Scott's Estate Scott v Scott  
Law v Art Metal Construction Co

Re N Steinberg Furniture Manu-  
facturers Ltd Bargider v  
Rainsbury

Re de Stempel's Settlement de  
Stempel v de Stempel

Re Radcliffe's Estate Pratt v  
Nelles

Re Radcliffe's Will Trusts Nelles  
v Boyle

United Kingdom Advertising Co  
Ltd v Raphael

Westgate v Chapman  
John Dickinson & Co Ltd v  
Apsley Press Ltd

Re Down's Will Trusts Wolters  
v Down

Howell Jones v Gread  
Goddard v Guildhall Property  
Co Ltd

Maclean Ltd v J W Lightbown  
and Sons Ltd

J W Lightbown & Sons Ltd v  
Maclean Ltd

Mr. Justice LUXMOORE and  
Mr. Justice BENNETT.

Witness List. Part I.

*Actions, the trial of which cannot  
reasonably be expected to exceed  
10 hours.*

Before Mr. Justice LUXMOORE.

Witness List. Part II.

For Judgment.

British Thomson Houston Co  
Ltd v Guildford Radio Stores

For Hearing.

Retained Matter.

North Level Commissioners v  
River Welland Catchment Board

Assigned Matters.

Re J G Farbenindustrie Aktien-  
gesellschaft Letters Patent Re  
Patents and Designs Acts 1907-  
1932

Re Dammann Letters Patent  
No. 179166 Re Patents and  
Designs Acts 1907-1932

Re Commercial Solvents Corp  
Letters Patent No 415312 Re  
Patents and Designs Acts 1907-  
1932

Notice.

At the beginning of the Sittings  
Mr. Justice LUXMOORE will take  
the following cases in Witness  
List Part I:—

Ambler Price & Cole Ltd v  
Amlers Universal Supplies Ltd

Rist v Chambers  
Vincent v Page

Burn v Richardson  
Attenborough v Hubbard

Williams v Williams  
Gibbons v Smith

Before Mr. Justice BENNETT.

For Judgment.

Witness List. Part II.

Zetland v Driver

For Hearing.

Retained Matters.

Re Adler's Will Trusts Roberts  
v Heilbrunn (s.o.g. liberty to  
restore)

Re Heilbrunn's Settlement Trusts  
Roberts v Heilbrunn (s.o.g.  
liberty to restore)

Re Hertz Stewart, Moore v  
Marxheimer

Notice.

At the beginning of the Sittings  
Mr. Justice BENNETT will take  
the following cases in Witness  
List Part I:—

Howard v Southgate  
Thomas v Calderbank

Reid v Reid  
Mussen v Van Diemen's Land Co

Kangol (Manufacturing) Ltd v  
Centrokornise (London) Ltd

Re Bailey Bailey v Bailey  
Companies Court.

Petitions.

Britviox Ltd (to wind up—  
ordered on 16th Nov, 1931, to  
s.o. until action disposed of—  
liberty to restore)

Mitcham Creameries Ltd (same  
—ordered on 15th Oct, 1934,  
to s.o.g.—liberty to apply to  
restore after action disposed of)

Sun-Ray Studios Ltd (same—  
ordered on 15th July, 1935,  
to s.o.g.)

Ch Vairon & Co. Ltd (same)

Carkeek & Sons Ltd (same)

Universal Lamp Co. Ltd (same)

Rolled Metals (1935) Ltd (same)

H F Wicker Ltd (same)

C F Hawkins & Co. Ltd (same)

Bowrans Ltd (same)

Foster Hall & Co Ltd to wind  
up—ordered on July 15, 1935,  
to s.o.g.)

R Cornwell & Co Ltd (same)

London & Midland Roadways  
Ltd (same)

Walter Taylor (Builders) Ltd  
(same)

Halls Trading Co Ltd (same)

Sarah Smith Ltd (same)

North Kent Builders Supply Ltd  
(same)

H A Clarke Ltd (same)

Sparkes Hall Ltd (same)

Beckley & Co Ltd (same)

Cantus Ltd (same)

Watkin Williams & Sons Ltd  
(same)

National Provincial Film Dis-  
tributors Ltd (same)

Building Construction Invest-  
ment Ltd (same)

Leslie-Rudemar Complexion Trust  
Ltd (same)

Cardinal Productions Ltd (same)

Speed Lines Ltd (same)

Elmstead Estates Ltd (same)

Paul Ruinart (England) Ltd (to  
confirm reduction of capital)

British Woollen Cloth Manu-  
facturing Co Ltd (to confirm  
reduction of capital—ordered  
on Dec 8, 1930, to s.o.g.—  
liberty to restore)

Charles Brown & Co Ltd (to  
confirm reduction of capital)

English Motor Agencies Ltd (to  
confirm reduction of capital—  
ordered on April 1, 1935, to  
s.o.g.—liberty to apply to  
restore)

Alexandria Exchange Co Ltd  
(to confirm reduction of capital)

World's Wear Ltd (same)

Purnell's Food Products Ltd  
(same)

Farm Industries Ltd (same)

Peter Robinson Ltd (same)

Wilmoughby's Consolidated Co Ltd  
(same)

Lena Goldfields Ltd (same)

Thomas Adams Ltd (same)

Dickin Brothers Ltd (same)

Dean Estate Ltd (same)

Sealcones Ltd (same)

Richard Baines Ltd (same)

Birmingham Aluminium Casting  
(1903) Co Ltd (same)

County Garage and Motor Works  
(Leicester) Ltd (same)

George Hodsman & Sons (1928)  
Ltd (same)

Berrington & Co Ltd (same)

Wright Bindley & Gell Ltd (same)

Sheffield and District Property  
Co Ltd (same)

Gilt Edge Safety Glass Ltd (same)

William Lacey (Loughborough)  
Ltd (same)

Farmers' Co Ltd (same)

Monk Bridge Iron and Steel Co  
Ltd (same)

Waleswood Cooking Co Ltd (same)

Wallis & Stevens Ltd (same)

Rodney Steamship Co Ltd (same)

Daniels Bros Ltd (same)

Gresham Street Warehouse Co  
Ltd (to confirm alteration of  
objects)

Society of Certificated Teachers of  
Pitmans Shorthand and other  
Commercial Subjects Ltd (same)

Newton Abbot & District Gas  
and Coke Co Ltd (same)



United Friendly Insurance Co Ltd (same)  
West Yorkshire Coal Sales Association Ltd (same)  
Field Tank Steamship Co Ltd (same)  
Hunting & Son Ltd (same)  
North East Coast Automobile and Aviation Co Ltd (same)  
Mable Peatfield Charities Co Ltd (same)  
Albion Clay Co Ltd (same)  
Shanklin Club Co Ltd (same)  
Bowmaker Ltd (same)  
Lightfoot Refrigeration Co Ltd (same)  
Winsor & Newton Ltd (same)  
Doricotts Ltd (to sanction scheme of arrangement)  
Middlesex Banking Co Ltd (same)  
Parana Plantations Ltd (same)  
Colchester Brewing Co Ltd (s. 155)  
Queen's Club Garden Estates Ltd (s. 155)  
Western Mansions Ltd (s. 155)  
British Italian Banking Corporation Ltd (s. 155)  
John Brownhill & Co Ltd (to sanction scheme of arrangement and confirm reduction of capital)  
William and John Pattison Ltd (same)  
Adjourned Summonses.  
Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933, to s.o.g.—liberty to apply to restore)  
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec 8, 1932, to s.o.g.)  
Essex Radio Supplies Ltd (Application of Official Receiver and Liquidator—with witnesses—ordered on Oct 31, 1934, to s.o.g.)  
Pictos Ltd (Application of Liquidators—with witnesses—ordered on Mar 29, 1935, to s.o.g.—liberty to apply to restore)  
B Borst Ltd (Application of Borst Bros Ltd and Theodore Borst Garrett-Klement Theatres Ltd (Application of T.R.M. Ltd)  
White Star Line Ltd (Application of Royal Mail Steam Packet Co)  
Glyn Valley Tramways Co Ltd (Application of Liquidator)  
Anchor Line (Henderson Brothers) Ltd (Application of Liquidator)  
Birmingham Great Western Arcade Co Ltd (Application of Arthur Edwin Brayshay)  
Motions.  
Trent Mining Co Ltd (ordered on July 31, 1931, to s.o.g.—liberty to restore)  
Kings Cross Land Co Ltd (ordered on June 26, 1934, to s.o.g.—liberty to apply to restore)  
Flaetophone Wireless Ltd (ordered on July 10, 1934, to s.o.g.)  
Sunshine Remedies Ltd (ordered on July 29, 1935, to s.o.g.)  
Britains Motors Ltd (ordered on July 8, 1935, to s.o.g.—liberty to apply to restore)  
Wylie Brothers Ltd  
Mr. Justice LUXMOORE and Mr. Justice BENNETT.  
Witness List. Part I.  
Brown v Gower (not before Trinity)  
Cragg v Bennett  
Re Bellow & Sons Ltd Re Companies Act, 1929

Re Wallinger's Trusts Wallinger v Benn  
House v King  
Re Clementson (an infant) Re Guardianship of Infants Acts, 1886 and 1925  
Pletts v Sykes  
Mr. Justice FARWELL and Mr. Justice SIMONDS.  
Adjourned Summonses and Non-Witness List.  
Before Mr. Justice FARWELL.  
Retained Matter.  
Non-Witness List.  
Re Conyngham Gretton v Conyngham (restored)  
Mr. Justice FARWELL and Mr. Justice SIMONDS.  
Adjourned Summonses and Non-Witness List.  
Re Borwick's Will Trusts Holland v Woodman (s.o.) to come on immediately after re Borwick (1936 B. 2821)  
Re Rutherford Plant v Rutherford  
Re Johnson's Will Trusts Johnson v Marriner  
Thornton v Konongo Gold Mines Ltd (question of law)  
Re Reading's Estate Reading v Bedwell  
Re Walter's Will Trusts McKenzie v Harris  
Re Holland's Will Trusts Woodd v Holland  
Re Browning's Estate Royal Agricultural Benevolent Institution v Smith  
Re Horts Will Trusts Vowles v Parsons  
Re Turner's Will Trusts Shaw v Turner  
Re Boults Will Trusts Turner v Bonner  
Re Barff's Estate Habgood v Habgood  
Re Whitby's Estate Crisp v Whitby  
Re White's Trusts Harcourt v Sherwood  
Re Wheeler's Will Trusts Bailey v Luen  
Re Downe's Estate Public Trustee v Saunders  
Re Woods Estate Plummer v Gordon  
Re Hargraves Trusts Leach v Leach  
Re Hill's Will Trusts Hill v Curtis  
Re Enthoven Enthoven v Waring  
Re Rhodes Will Trusts Rhodes v Jessop  
Re Edward's Will Trusts Brewer v Gething  
Re Taylor's Estate Winter v Royal Cripples Hospital  
Re Vaughan's Settlement Trusts Donne v Reekie  
Re Nicholls Will Trusts Nicholls v Brook  
Re Leeke's Settlement Trusts Borough v Leeke  
Re Winchester's Receivership Deed Whately v Equity & Law Life Assurance Society  
Re Lyon's Estate Richardson v Lyon  
Re Flowitt's Will Trusts Flowitt v Edwards  
Re Boydells Will Trusts Mathieson v Golightly  
Re Carlsh, dec Westminster Bank Ltd v Carlsh

Re Thomas' Estate John v Thomas  
Re Reed's Estate Reed v Reed (restored)  
Re Arbib's Will Trusts Public Trustee v Hassan  
Re Watson's Settlement Trusts Watson v Watson  
Re Owen's Will Trusts Greig v Cemlyn-Jones  
Re Ward's Estate Ward v Ward  
Re Smith's Will Trusts Smith v Midland Bank Executor & Trustee Co Ltd  
Re Sellen's Estate Sellen v Jacob  
Re Jones' Estate Thomas v Jones  
Re Bai's Estate Westminster Bank Ltd v Bianchi  
Re Caffin's Will Trusts Hay v Public Trustee  
Re Scarlett's Estate Scarlett v Scarlett  
Re Warwick's Settlement Trusts Greville Trust Co v Grey  
Re Clay's Policy of Assurance Clay v Earnshaw  
Re Bickerton's Will Trusts Bickerton v Bickerton  
Re Halstead's Will Trusts Halstead v Halstead  
Re Camp's Will Trusts Chatfield v Mossdale  
Re Hamlyn's Will Trusts Gosling v Asquith  
Re Thoyt's Settlement Woollcombe v Coles  
Re Morley's Estate Hollenden v Morley  
Re Rendle's Estate Brown v Brown  
Re Nicholson's Will Trusts Meek v Nicholson  
Re Smith, dec Westminster Bank Ltd v Smith  
Worthington v Richards  
Re Barlow's Estate Re Trustee Act 1925

Re Abraham's Will Trusts Kluman v Abrahams  
Re Kerr's Settlement Trusts Ellis v C Hoare & Co  
Re Harrison's Estate Tompkins v Queen Charlotte's Maternity Hospital  
Re Evan's Will Trusts Jones v Walters  
Re The River Plate & Electric Light Co Ltd Re The Companies Acts 1862 and 1867  
Re Hayne's Estate Pimbury v Royal National Orthopaedic Hospital  
Re Webb's Will Trusts Webb v Webb  
Re Craven's Estate Lloyds Bank Ltd v Cockburn  
Re Barrett's Estate Venning v Bird  
Re Shuker's Estate Bromley v Reed  
Re Pilkington's Will Trusts Pilkington v Harrison  
Re Machell's Will Trusts Kettle v Hill  
Re Frenchay Chapel Charity Commissioners v Turner  
Re Vivian's Will Trusts Seaton v Douglas  
Re Kinchett's Estate Kinchett v Kinchett  
Re Smith's Will Trusts Public Trustee v The British Home and Hospital for Incurables  
Re Falmouth Settled Estates Douglas-Pennant v Falmouth  
Re Mott's Estate Mott v Jeyes  
Re Baker's Estate Woodward v Woodward  
Re Mayo's Estate Watts v St Dunstons  
Re Von Hugel's Settlement Re Trustee Act 1925  
Re Clifford's Will Trusts Clifford v Clifford  
Re Sell's Estate Sell v Sell

## KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

The King v Minister of Health (ex parte Hack)  
The King v Keepers of the Peace and Jfs for Lancaster (ex parte Padham Amusements Ltd.  
Etherington v Carter  
Davies v May  
May v Davies  
Davies v Griffiths  
In re a Solicitor  
Garlan v Balnos  
The King v A Lorrimer Esq. and ors Jfs for Leicestershire (ex parte Illife)  
Oxfordshire County Council v Oxford City Council  
Langley Cartage Co Ltd v Jenks  
Adams v Same  
Davies v G B Chapman Ltd  
Jones v Roberts  
Barthels and anr v London County Council  
Murray v Barnwell  
Edwards v Humphries  
Felstead v Ruggles  
Allen v Ruggles  
In re a Solicitor  
Smith v Secretary of State for Home Affairs  
Challis v Newman  
Same v Rockman  
The King v Sir Thomas G Cope Bt and ors Jfs for Leicester (ex parte Hale)  
Collins v Feltham U D C  
Milward v Smith  
Davenport v Johnston  
The King v W H Littleton Esq and ors Jfs for Staffordshire (ex parte Garlick)  
Burrell & Edwards Ltd  
In re a Solicitor  
Townsend v W Pearson & Son  
Lord Mayor & Co of Bristol v Barton  
Smith v Bebbington  
Holland v Roberts  
Ryan v Great Western Railway Co  
Haynes v Davey  
The King v Licensing Jfs for Altrincham (ex parte Tunstall)  
The King v Minister for Health (ex parte Bowe)  
The King v Minister for Health (ex parte same)  
The King v J E Hutchinson, Esq and anr Jfs for Manchester (ex parte Lever)  
The King v Mayor & Co of Kingston-upon-Hull (ex parte Whiting)  
Easington R D C v Thornley & District Workmen's Club & Institute Ltd  
The King v Mayor & Co of Worthing and the Horsham and Worthing Assessment Committee (ex parte Burgess)  
The King v Horsham & Worthing Assessment Committee (ex parte same)  
The King v Same (ex parte same)

## CIVIL PAPER—For hearing.

Frarey v Milk Marketing Board  
In re Taxation of Costs  
Simpson v Alexander (Belas and anr, claimant)  
Hocking v Gill

## MOTIONS FOR JUDGMENT.

Castle v Price  
Carpenter v Jones  
Palmer and anr v Dickinson

## SPECIAL PAPER.

Attwater v Mullen & Lumsden Ltd  
Heath v General Accident Fire & Life Assurance Corporation Ltd  
Mayor & Co of Southport v County Palatine of Lancaster County Council

## APPEALS UNDER THE HOUSING ACTS, 1925 TO 1935

Adrian Street Compulsory Purchase Order 1935 (Appeal of Watney Combe Reid & Co Ltd)  
Greenwich (Prince of Orange Lane) Housing Order 1936 (Appeal of Willey)  
Falmouth (Well Lane, Sedgemonds Court and Smithwick Hill) Clearance Order (Appeal of Halse)  
Hammersmith (Berghem Mews) Clearance Order 1936 (Appeal of Wilmot and anr)

## APPEAL UNDER PUBLIC WORKS FACILITIES ACT, 1930.

Lymington Borough Council Compulsory Purchase Order (Appeal of Keyhaven Syndicate Ltd)

## REVENUE PAPER—Cases Stated.

Sir Thomas D Barlow, KBE and The Commissioners of Inland Revenue  
Woodhouse & Co Ltd and The Commissioners of Inland Revenue  
Evelyn Laye and C Dodsworth (H M Inspector of Taxes)  
Richard Hodgson Read and The Commissioners of Inland Revenue  
Mrs C M Benn and The Commissioners of Inland Revenue  
Allied Newspapers Limited and R Hindsley (H M Inspector of Taxes)  
Commissioners of Inland Revenue and N D Cohen  
John White's Trust Limited (in liquidation) and The Commissioners of Inland Revenue  
Helen Palmer, Executrix of Richard Elliott Palmer, dec and Frederick Joseph Cattermole (H M Inspector of Taxes)  
F Wilson (H M Inspector of Taxes) and J K Mannoch  
G Dingley and H C MacNulty (H M Inspector of Taxes)  
The Commissioners of Inland Revenue and British Salomon Aero Engines Ltd  
British Salomon Aero Engines Ltd and Commissioners of Inland Revenue  
The Commissioners of Inland Revenue and British Salomon Aero Engines Ltd  
F O G Lloyd and S W Grand (H M Inspector of Taxes)  
G H Cross (H M Inspector of Taxes) and London and Provincial Trust Ltd  
The London and Northern Estates Company Limited and F P Harris (H M Inspector of Taxes)  
G A R Beams (H M Inspector of Taxes) and The Weardale Steel, Coal and Coke Company Ltd  
E Long (H M Inspector of Taxes) and Belfield Poultry Products Ltd (in liquidation)  
Commissioners of Inland Revenue and Sir Harry Mallaby-Deeley, Bart. Sir Harry Mallaby-Deeley, Bart. and Commissioners of Inland Revenue  
Sir Harry Mallaby-Deeley, Bart. and Commissioners of Inland Revenue  
Commissioners of Inland Revenue and Sir Harry Mallaby-Deeley, Bart.  
Thorner Brothers Ltd and N G MacInnes (H M Inspector of Taxes)  
J A and J Dawson and A F Wightman (H M Inspector of Taxes)  
Watson Brothers and W G MacInnes (H M Inspector of Taxes)  
H E Denny and J J Davies (H M Inspector of Taxes)  
The Rev Lionel Corbett and Commissioners of Inland Revenue  
Bennett Oswald & Worssett and H P Bennett (H M Inspector of Taxes)  
H C Gray (H M Inspector of Taxes) and The Rt Hon The Lord Penrhyn  
H J G Alford (H M Inspector of Taxes) and Gamis's Stores Ltd  
Major D H B MacAlmont and Commissioners of Inland Revenue  
Alexander R Brown and R B Adamson (H M Inspector of Taxes)  
Cuthbert Dixon and Commissioners of Inland Revenue  
H P Bennet (H M Inspector of Taxes) and G A Marshall  
Radio Pictures Limited and Commissioners of Inland Revenue  
Commissioners of Inland Revenue and A E K Cull  
The Commissioners of Inland Revenue and The Honourable Dorothy Wyndham Paget and The Honourable Dorothy Wyndham Paget and The Commissioners of Inland Revenue  
The Honourable Dorothy Wyndham Paget and The Commissioners of Inland Revenue and The Honourable Dorothy Wyndham Paget  
British Sugar Manufacturers Ltd and F P Harris (H M Inspector of Taxes)  
R P Baker, liquidator of First National Pathe Ltd and H G Cook (H M Inspector of Taxes)  
Carlson Estates Ltd and Commissioners of Inland Revenue  
The Trustees of Mitcham Golf Course and S G Ercut (H M Inspector of Taxes)  
Lever Bros. Ltd and Commissioners of Inland Revenue

The directors of the Alliance Assurance Company Limited have resolved to declare at the Annual General Court, to be held on the 5th May next, a dividend of eighteen shillings per share (less income tax) out of the profits and accumulations of the Company at the close of the year 1936. An interim dividend of eight shillings per share (less income tax) was paid in January last, and the balance of ten shillings per share (less income tax) will be payable on and after the 5th July next.

The London School of Economics and Political Science announces that a special course of seven lectures on "Some Experiments in Public Administration in Great Britain" will be given at the School as follows: 28th April, "The Central Electricity Board," by Mr. Graeme Haldane; 5th May, "The London Passenger Transport Board," by Mr. John Cliff; 19th May, "The General Post Office," by The Right Hon. H. B. Lees-Smith; 26th May, "The Unemployment Insurance Statutory Committee," by Sir William Beveridge, K.C.B.; 2nd June, "The British Broadcasting Corporation," by Sir Arthur Salter, K.C.B.; 9th June, "The Port of London Authority," by Sir David Owen; 16th June, "Conclusion," by Dr. W. A. Robson. Members of the public will be admitted to the course free and without ticket. The lectures will begin at 5 p.m. in each case.

## Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 22nd April, 1937.

	Div. Months.	Middle Price 7 Apl. 1937.	Flat Interest Yield.	Approximate Yield with redemption
<b>ENGLISH GOVERNMENT SECURITIES</b>				
Consols 4% 1957 or after .. ..	FA	109½	3 13 1	3 6 10
Consols 2½% .. ..	JAJO	76½	3 5 4	—
War Loan 3½% 1952 or after .. ..	JD	103	3 8 0	3 5 2
Funding 4% Loan 1960-90 .. ..	MN	110½	3 12 3	3 6 6
Funding 3% Loan 1959-69 .. ..	AO	96	3 2 6	3 4 0
Funding 2½% Loan 1952-57 .. ..	JD	93½	2 18 10	3 3 11
Funding 2½% Loan 1956-61 .. ..	AO	88½	2 16 6	3 3 10
Victory 4% Loan Av. life 22 years ..	MS	109½	3 13 1	3 7 8
Conversion 5% Loan 1944-64 .. ..	MN	113½	4 8 1	2 13 10
Conversion 4½% Loan 1940-44 .. ..	JJ	107½	4 3 9	1 18 1
Conversion 3½% Loan 1961 or after ..	AO	101½	3 8 10	3 7 10
Conversion 3% Loan 1948-53 .. ..	MS	100½	2 19 6	2 18 4
Conversion 2½% Loan 1944-49 .. ..	AO	97½	2 11 3	2 15 0
Local Loans 3% Stock 1912 or after ..	JAJO	88½	3 7 10	—
Bank Stock .. ..	AO	338	3 11 0	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after .. ..	JJ	80	3 8 9	—
Guaranteed 3% Stock (Irish Land Act) 1939 or after .. ..	JJ	88½	3 7 10	—
India 4½% 1950-55 .. ..	MN	111½	4 0 9	3 7 10
India 3½% 1931 or after .. ..	JAJO	88½	3 19 1	—
India 3% 1948 or after .. ..	JAJO	76	3 18 11	—
Sudan 4½% 1939-73 Av. life 27 years ..	FA	111	4 1 1	3 16 10
Sudan 4% 1974 Red. in part after 1950 ..	MN	111	3 12 1	3 0 5
Tanganyika 4% Guaranteed 1951-71 ..	FA	109	3 13 5	3 3 10
L.P.T.B. 4½% "T.F.A." Stock 1942-72 ..	JJ	106	4 4 11	3 0 8
Lon. Elec. T. F. Corp. 2½% 1950-55 ..	FA	90	2 15 7	3 4 3
<b>COLONIAL SECURITIES</b>				
Malaya (Commonw'th) 4% 1955-70 ..	JJ	106	3 15 6	3 10 11
Australia (C'mm'nw'th) 3% 1955-58 ..	AO	91	3 5 11	3 12 0
Canada 4% 1953-58 .. ..	MS	108	3 14 1	3 6 11
*Natal 3% 1929-49 .. ..	JJ	99	3 0 7	3 2 0
*New South Wales 3½% 1930-50 .. ..	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945 .. ..	AO	96	3 2 6	3 11 9
Nigeria 4% 1963 .. ..	AO	110	3 12 9	3 8 7
*Queensland 3½% 1950-70 .. ..	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73 .. ..	JD	103	3 8 0	3 5 2
*Victoria 3½% 1920-49 .. ..	AO	100	3 10 0	3 10 0
<b>CORPORATION STOCKS</b>				
Birmingham 3% 1947 or after .. ..	JJ	89	3 7 5	—
Croydon 3% 1940-60 .. ..	AO	96½	3 2 2	3 4 4
Essex County 3½% 1952-72 .. ..	JD	103½	3 7 8	3 4 4
Leeds 3% 1927 or after .. ..	JJ	86½	3 9 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp. MJSD ..	75½	3 6 3	—	—
London County 3% Consolidated Stock after 1920 at option of Corp. MJSD ..	85	3 10 7	—	—
Manchester 3% 1941 or after .. ..	FA	87	3 9 0	—
Metropolitan Consd. 2½% 1920-49 .. ..	MJSD	95	2 12 8	3 0 0
Metropolitan Water Board 3% "A" 1963-2003 .. ..	AO	85½	3 10 2	3 11 6
Do. do. 3% "B" 1934-2003 .. ..	MS	88½	3 7 10	3 8 10
Do. do. 3% "E" 1953-73 .. ..	JJ	96	3 2 6	3 3 9
Middlesex County Council 4% 1952-72 ..	MN	107xd	3 14 9	3 8 6
* Do. do. 4½% 1950-70 .. ..	MN	108½xd	4 2 11	3 14 3
Nottingham 3% Irredeemable .. ..	MN	85½xd	3 10 2	—
Sheffield Corp. 3½% 1968 .. ..	JJ	103½	3 7 8	3 6 4
<b>ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS</b>				
Gt. Western Rly. 4% Debenture .. ..	JJ	105½	3 15 10	—
Gt. Western Rly. 4½% Debenture .. ..	JJ	115½	3 17 11	—
Gt. Western Rly. 5% Debenture .. ..	JJ	126½	3 19 1	—
Gt. Western Rly. 5% Rent Charge .. ..	FA	124	4 0 8	—
Gt. Western Rly. 5% Cons. Guaranteed ..	MA	119½	4 3 8	—
Gt. Western Rly. 5% Preference .. ..	MA	111½	4 9 8	—
Southern Rly. 4% Debenture .. ..	JJ	104	3 16 11	—
Southern Rly. 4% Red. Deb. 1962-67 ..	JJ	108	3 14 1	3 10 3
Southern Rly. 5% Guaranteed .. ..	MA	119½	4 3 8	—
Southern Rly. 5% Preference .. ..	MA	109	4 11 9	—

\*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.



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6 6

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3 11

3 10

7 8

13 10

18 1

7 10

18 4

15 0

7 10

16 10

0 5

3 10

0 8

4 3

10 11

12 0

6 11

2 0

10 0

11 9

8 7

10 0

5 2

10 0

4 4

4 4

3 0 0

3 11 6

3 8 10

3 3 9

3 8 6

3 14 3

3 6 4

3 10 3

calculated